

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY**

Meeting Date:	March 14, 2017	Consent [X] Public Hearing []	Regular []
Department:	Water Utilities Department		


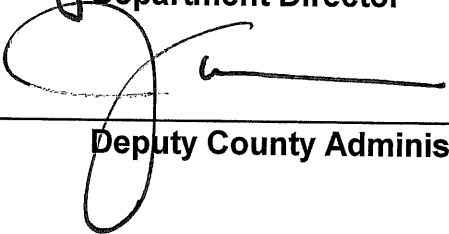
I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: Contract with Aquifer Maintenance and Performance Systems, Inc. (AMPS) for the System-wide Wellfield Maintenance for Palm Beach County Water Utilities Department (Contract) over a 12-month term in an amount not to exceed \$1,189,076 with an option to renew for four (4) additional 12-month terms.

Summary: On December 1, 2016, two (2) bids were received for the System-wide Wellfield Maintenance Project, with Aquifer Maintenance and Performance Systems, Inc. (AMPS) being the lowest, responsive, responsible bidder in the amount of \$1,189,076. The Contract will be used for system-wide wellfield maintenance to maintain adequate raw water supply to the Water Utilities Department's (WUD) water treatment plants. The Contract award is for a 12-month term with an option to renew for four (4) additional 12-month terms. The Contract is for a not to exceed amount of \$1,189,076, based on the anticipated work required within the initial 12-month term, and projects will be ordered on a priority basis. Work will be assigned by the issuance of formal Delivery Orders (DOs), with the project cost identified in each DO. The unit prices contained in the Contract will be used in determining the cost of these DOs. The Small Business Enterprise (SBE) participation goal established by the SBE Ordinance is 15% overall. The Contract with AMPS provides for SBE participation of 0% overall. During the evaluation process, Office of Small Business Assistance determined that AMPS is not certified to provide all of the services outlined in the bid document, therefore did not meet the SBE goal. AMPS will perform all of the work as specified, and is committed to making a good faith effort to obtain the SBE participation goal for the duration of the contract period. AMPS is a local Palm Beach County Company. (WUD Project No. 16-001/VMG) Districts 2, 3, 5 and 6 (MJ)

Background and Justification: The Contract provides for maintenance of surficial production wells for Water Treatment Plant Nos. 2, 3, 8, 9, and 11. On December 1, 2016, two (2) bids were received with Aquifer Maintenance and Performance Systems, Inc. submitting the lowest bid in the amount of \$1,189,076. The lowest bidder was found to be non-responsive due to not signing their bid response page. Staff has reviewed the bids and recommend award to Aquifer Maintenance and Performance Systems, Inc. in an amount not to exceed \$1,189,076.

- Attachments:**
- 1. Two (2) Original Contracts
 - 2. Insurance Certificate

Recommended By:	 Department Director	2-16-17 Date	
Approved By:	 Deputy County Administrator	3-3-17 Date	

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2017	2018	2019	2020	2021
Operating Expenditures	<u>\$1,189,076</u>	\$0	\$0	<u>0</u>	<u>0</u>
External Revenues	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
Program Income (County)	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
In-Kind Match County	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
NET FISCAL IMPACT	<u>\$1,189,076</u>	\$0	\$0	<u>0</u>	<u>0</u>
# ADDITIONAL FTE POSITIONS (Cumulative)	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>

Budget Account No.:	Fund	<u>4001</u>	Dept	<u>720</u>	Unit	<u>2531</u>	Object	<u>4615</u>	<u>\$237,815</u>
Budget Account No.:	Fund	<u>4001</u>	Dept	<u>720</u>	Unit	<u>2535</u>	Object	<u>4615</u>	<u>\$237,815</u>
Budget Account No.:	Fund	<u>4001</u>	Dept	<u>720</u>	Unit	<u>2533</u>	Object	<u>4615</u>	<u>\$237,815</u>
Budget Account No.:	Fund	<u>4001</u>	Dept	<u>720</u>	Unit	<u>2532</u>	Object	<u>4615</u>	<u>\$237,815</u>
Budget Account No.:	Fund	<u>4001</u>	Dept	<u>720</u>	Unit	<u>3GUA</u>	Object	<u>4615</u>	<u>\$237,815</u>

Is Item Included in Current Budget? Yes X No

Reporting Category N/A

B. Recommended Sources of Funds/Summary of Fiscal Impact:

Contract will be funded by Water Utility Department user fees.

C. Department Fiscal Review: Julia M. West


III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development and Control Comments:

 2/22/17
 OFMB ET 2/17  2/21

Dr. J. Jacob
Contract Development and Control
3/2/17

B. Legal Sufficiency:

Legal Sufficiency:  3/2/17
Assistant County Attorney

C. Other Department Review:

Department Director

This summary is not to be used as a basis for payment.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/4/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Silk Insurance Services 1000 Germantown Pike Suite J-4 Plymouth Meeting PA 19462		CONTACT NAME: Mike Gegerson PHONE (A/C, No, Ext): (610) 994-8600 FAX (A/C, No): (610) 994-8704 E-MAIL ADDRESS: mgegerson@thesilkcompanies.com	
INSURED Aquifer Maintenance and Performance Systems Inc 7146 Haverhill Road North West Palm Beach FL 33407		INSURER(S) AFFORDING COVERAGE INSURER A: Landmark American Insurance Company INSURER B: Philadelphia INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES

CERTIFICATE NUMBER: CL166900042

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	X		LHC760312	10/28/2016	10/28/2017	EACH OCCURRENCE
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)
	GEN'L AGGREGATE LIMIT APPLIES PER:						MED EXP (Any one person)
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PERSONAL & ADV INJURY
	OTHER:						GENERAL AGGREGATE
							PRODUCTS - COM/OP AGG
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY			PHPK1496245	5/15/2016	5/15/2017	COMBINED SINGLE LIMIT (Ea accident)
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident)
	<input checked="" type="checkbox"/> HIRED AUTOS	<input checked="" type="checkbox"/> NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident)
							Uninsured motorist
	<input type="checkbox"/> UMBRELLA LIAB	<input type="checkbox"/> OCCUR					EACH OCCURRENCE
	<input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE					AGGREGATE
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N					OTH-ER
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT
A	Professional Liability			LHC760312	10/28/2016	10/28/2017	E.L. DISEASE - EA EMPLOYEE
A	Pollution Liability			LHC760312	10/28/2016	10/28/2017	E.L. DISEASE - POLICY LIMIT

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Palm Beach County C/O Insurance Tracking Services, Inc. (ITS) is listed as additional insured, per written contract, on the General Liability policy

CERTIFICATE HOLDER

CANCELLATION

pbc@instracking.com Palm Beach County C/O Insurance Tracking Services, Inc. (ITS) P.O. Box 20270 Long Beach, FL 90801	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Ronald Wilk/AM
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ACORD 25 (2014/01)

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INS025 (2014/01)

ADDITIONAL COVERAGES

Ref #	Description				Coverage Code	Form No.	Edition Date
	Underinsured motorist combined single limit				UNCSL		
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium		
1,000,000							
Ref #	Description				Coverage Code	Form No.	Edition Date
	Medical payments				MEDPM		
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium		
Ref #	Description				Coverage Code	Form No.	Edition Date
	PIP-Basic				PIP		
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium		
Ref #	Description				Coverage Code	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium		
Ref #	Description				Coverage Code	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium		
Ref #	Description				Coverage Code	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium		
Ref #	Description				Coverage Code	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium		
Ref #	Description				Coverage Code	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium		
Ref #	Description				Coverage Code	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium		



CERTIFICATE OF LIABILITY INSURANCE

AQUIF-1 OP ID: DP
DATE (MM/DD/YYYY)
10/04/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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PRODUCER Atlantic Pacific Insurance-PBG 11382 Prosperity Farms Rd #123 Palm Beach Gardens, FL 33410 Matthew A.Peace	CONTACT NAME: Matthew A.Peace PHONE (A/C No, Ext): 800-538-0487 FAX (A/C No) 561-626-3153 EMAIL ADDRESS: dhamby@apins.com INSURER(S) AFFORDING COVERAGE INSURER A : FCCI Insurance Co. INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :
INSURED Aquifer Maintenance & Performance Systems Inc 7146 Haverhill Rd N West Palm Beach, FL 33407	NAIC # 10178

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY POLICY <input type="checkbox"/> EXCESS <input type="checkbox"/> UMBRELLA <input type="checkbox"/>					EACH OCCURRENCE AGGREGATE PRODUCTS & COMPLECTIONS VEHICLE & EQUIPMENT PERSONAL & ADJ INJURY GENERAL AGGREGATE PRODUCTS & COMPLECTIONS
	AUTOMOBILE LIABILITY OWN AUTO AUTO OWNED AUTO HIRED AUTO SCHEDULED AUTO UNLICENSED AUTO					OWNED & NON-OWNED BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	UMBRELLA LIAB EXCESS LIAB REF: REFERENCE \$					EACH OCCURRENCE AGGREGATE PER STATE C&T
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY EMPLOYEE OR CONTRACTOR OFFICERS/MEMBERS INCLUDED (Mandatory in NH) If yes, describe in brief DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A	X 001-WC15A-74147	10/03/2016	10/03/2017	E. EACH ACCIDENT \$ 1,000,000 E. DISEASE - EA EMPLOYEE \$ 1,000,000 E. EMPLOYERS' LIABILITY \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
certificate holder continued, and Political Subdivision of the State of Florida, its Officers, Employees and Agents.
Waiver of Subrogation applies to the Workers Compensation.

CERTIFICATE HOLDER PBCSCHO Palm Beach County Board of County Commissioners c/o Certfocus PO Box 140528 Kansas City, MO 64114	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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Board of County Commissioners

Paulette Burdick, Mayor
Melissa McKinlay, Vice Mayor
Hal R. Valeche
Dave Kerner
Steven L. Abrams
Mary Lou Berger
Mack Bernard



County Administrator

Verdenia C. Baker

Water Utilities Department
www.pbcgov.com

**BOARD OF COUNTY COMMISSIONERS
NOTICE OF SOLICITATION BID**

BID# WUD16-001/VMG

**SYSTEM-WIDE WELLFIELD MAINTENANCE
FOR PALM BEACH COUNTY WATER UTILITIES DEPARTMENT**

BID SUBMISSION DATE: DECEMBER 1, 2016 AT 2:00 P.M.

It is the responsibility of the bidder to ensure that all pages are included. Therefore, all bidders are advised to closely examine this package. Any questions regarding the completeness of this package should be immediately directed to Palm Beach County Water Utilities Department at (561) 493-6061.

BIDDERS SHALL PROVIDE A RESPONSE IN A SEALED PACKAGE OR CONTAINER SIGNED BY AN AGENT OF THE COMPANY HAVING AUTHORITY TO BIND THE COMPANY OR FIRM. FAILURE TO DO SO SHALL BE CAUSE FOR REJECTION OF YOUR BID.

CAUTION

In order to do business with Palm Beach County, vendors are required to create a Vendor Registration Account OR activate an existing Vendor Registration Account through the Purchasing Department's Vendor Self Service (VSS) system which can be accessed at <https://pbcvssp.co.palm-beach.fl.us/webapp/vssp/AltSelfService>.

Palm Beach County shall not be responsible for the completeness of any Invitation for Bid that was not downloaded from our VSS system or obtained directly from the Water Utilities Department.

**In accordance with the provisions of ADA, this document
may be requested in an alternate format.**

**8100 Forest Hill Blvd, West Palm Beach, FL 33413 (561) 493-6061
FAX: (561) 493-6240**

BOARD OF COUNTY COMMISSIONERS
Palm Beach County
INVITATION FOR BID

BID # WUD16-001/VMG	BID TITLE: SYSTEM-WIDE WELLFIELD MAINTENANCE FOR PALM BEACH COUNTY WATER UTILITIES DEPARTMENT	
WATER UTILITIES DEPARTMENT CONTACT: Vernetha M. Green, CPPB, FCPM		TELEPHONE NO.: (561) 493-6061
FAX NO.: (561) 493-6240	E-MAIL ADDRESS: vgreen@pbwater.com	

All bid responses must be received on or before **December 1, 2016, prior to 2:00 p.m.**, Palm Beach County local time. **SUBMIT BID TO:** Palm Beach County Water Utilities Department, 8100 Forest Hill Blvd, West Palm Beach, FL 33413.

This Invitation for Bid, General Conditions, Instructions to Bidders, Special Conditions, Specifications, Attachments, Amendments (if issued), and / or any other referenced document form a part of this bid solicitation and response thereto, and by reference are made a part thereof. The selected awardee shall be bound by all terms, conditions and requirements in these documents.

PURPOSE AND EFFECT: It is the purpose and intent of this solicitation to secure bids for item(s) and / or services as listed herein. The selected awardee is hereby placed on notice that acceptance of its bid by Palm Beach County shall constitute a binding contract.

GENERAL CONDITIONS, INSTRUCTIONS AND INFORMATION FOR BIDDERS

GENERAL CONDITIONS

1. GENERAL INFORMATION

Bidders are advised that this package constitutes the complete set of specifications, terms, and conditions which forms the binding contract between Palm Beach County and the successful bidder. Changes to this Invitation for Bid may be made only by written amendment issued by the County Water Utilities Department. Bidders are further advised to closely examine every section of this document, to ensure that all sequentially numbered pages are present, and to ensure that it is fully understood. Questions or requests for explanations or interpretations of this document must be submitted to the Water Utilities Department contact in writing in sufficient time to permit a written response prior to the published bid submission time. Oral explanations or instructions given by any County agent are not binding and should not be interpreted as altering any provision of this document. Bidder certifies that this bid is made without reliance on any oral representations made by the County.

The obligations of Palm Beach County under this award are subject to the availability of funds lawfully appropriated for its purpose.

2. LEGAL REQUIREMENTS

- a. **COMPLIANCE WITH LAWS AND CODES:** Federal, State, County and local laws, ordinances, rules and regulations that in any manner affect the items covered herein apply. Lack of knowledge by the bidder shall in no way be a cause for relief from responsibility. The successful bidder shall strictly comply with Federal, State and local building and safety codes. Equipment shall meet all State and Federal Safety regulations. Bidder certifies that all products (materials, equipment, processes, or other items supplied in response to this bid) contained in its bid meets all ANSI, NFPA, and all other Federal and State requirements. Bidder further certifies that, if it is the successful bidder, and the product delivered is subsequently found to be deficient in any of the aforementioned requirements in effect on date of delivery, all costs necessary to bring the product into compliance shall be borne by the bidder.

Any toxic substance provided to the County as a result of this solicitation or resultant contract shall be accompanied by its Safety Data Sheet (SDS).

The Uniform Commercial Code (Florida Statutes, Chapter 672) shall prevail as the basis for contractual obligations between the successful bidder and Palm Beach County for any terms and conditions not specifically stated in the Invitation for Bid.

- b. **DISCRIMINATION PROHIBITED:** Palm Beach County is committed to assuring equal opportunity in the award of contracts and complies with all laws prohibiting discrimination. Pursuant to Palm Beach County Resolution R-2014-1421, as may be amended, the successful bidder warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity and expression or genetic information. Per Resolution R-2014-1421, as may be amended, the successful bidder shall comply with the requirements set forth in Section 3.n. herein below.
- c. **INDEPENDENT CONTRACTOR RELATIONSHIP:** The successful bidder is, and shall be, in the performance of all Work, services, and activities under this Contract, an Independent Contractor and not an employee, agent, or servant of the COUNTY. All persons engaged in any of the Work or services performed pursuant to this Contract shall at all times, and in all places, be subject to the successful bidder's sole direction, supervision, and control. The successful bidder shall exercise control over the means and manner in which it and its employees perform the Work, and in all respects the successful bidder's relationship, and the relationship of its employees, to the COUNTY shall be that of an Independent Contractor and not as employees or agents of the COUNTY.
- d. **CRIMINAL HISTORY RECORDS CHECK ORDINANCE:** Pursuant to Palm Beach County Code Section 2-371 through 2-377, the Palm Beach County Criminal History Records Check Ordinance ("Ordinance"), the County will conduct fingerprint based criminal history record checks on all persons not employed by the County who repair, deliver, or provide goods or services for, to, or on behalf of the County. A fingerprint based criminal history record check shall be conducted on all employees of vendors, contractors, and subcontractors of contractors, including repair persons and delivery persons, who are unescorted when entering a facility determined to be either a critical facility ("Critical Facilities") or a criminal justice information facility ("CJI Facilities"), which are critical to the public safety and security of the County. County facilities that require this heightened level of security are identified in Resolution R-2013-1470, as amended. In October

2013, compliance with the requirements of the U. S. Federal Bureau of Investigations CJI Security Policy was added to the Ordinance, which includes a broad list of disqualifying offenses. The bidder is solely responsible for understanding the financial, schedule, and / or staffing implications of this Ordinance. Further, the bidder acknowledges that its bid price includes any and all direct or indirect costs associated with compliance with this Ordinance, except for the applicable FDLE / FBI fees that shall be paid by the County.

- e. **PUBLIC ENTITY CRIMES:** F.S. 287.133 requires Palm Beach County to notify all bidders of the following: "A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids 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 36 months from the date of being placed on the convicted vendor list."

- f. **SCRUTINIZED COMPANIES (WHEN CONTRACT VALUE IS GREATER THAN \$1 MILLION):** As provided in F.S. 287.135, by entering into a Contract or performing any Work in furtherance of this Invitation for Bid, the BIDDER certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the Scrutinized Companies With Activities in Sudan List or Scrutinized Companies With Activities in The Iran Petroleum Energy Sector List created pursuant to F.S. 215.473, or Scrutinized Companies that are on the boycott Israel List, or is engaged in a boycott of Israel, pursuant to F.S. 215.4725, or is engaged in business operations in Cuba or Syria.

If the County determines, using credible information available to the public, that a false certification has been submitted by BIDDER, the resulting Contract from this Invitation for Bid may be terminated and a civil penalty equal to the greater of \$2 million or twice the amount of this Contract shall be imposed, pursuant to F.S. 287.135.

- g. **NON-COLLUSION:** Bidder certifies that it has entered into no agreement to commit a fraudulent, deceitful, unlawful, or wrongful act, or any act which may result in unfair advantage for one or more bidders over other bidders. Conviction for the Commission of any fraud or act of collusion in connection with any sale, bid, quotation, proposal or other act incident to doing business with Palm Beach County may result in permanent debarment.

No premiums, rebates or gratuities are permitted; either with, prior to or after any delivery of material or provision of services. Any such violation may result in award cancellation, return of materials, discontinuation of services, and removal from the vendor bid list(s), and / or debarment or suspension from doing business with Palm Beach County.

- h. **LOBBYING:** Bidders are advised that the "Palm Beach County Lobbyist Registration Ordinance" prohibits a bidder or anyone representing the bidder from communicating with any County Commissioner, County Commissioner's staff, or any employee authorized to act on behalf of the Commission to award a particular contract regarding its bid, i.e., a "Cone of Silence".

The "Cone of Silence" is in effect from the date / time of the deadline for submission of the bid, and terminates at the time that the Board of County Commissioners or a County Department authorized to act on their behalf, awards or approves a contract, rejects all bids, or otherwise takes action which ends the solicitation process.

Bidders may, however, contact any County Commissioner, County Commissioner's staff, or any employee authorized to act on behalf of the Commission to award a particular contract, via written communication, i.e., facsimile, e-mail or U.S. mail. Violations of the "Cone of Silence" are punishable by a fine of \$250.00 per violation.

- i. **CONFLICT OF INTERESTS** All bidders shall disclose with their bid the name of any officer, director, or agent who is also an employee or a

relative of an employee of Palm Beach County. Further, all bidders shall disclose the name of any County employee or relative of a County employee who owns, directly or indirectly, an interest of ten percent or more in the bidder's firm or any of its branches.

- j. **SUCCESSORS AND ASSIGNS:** The County and the successful bidder each binds itself and its successors and assigns to the other party in respect to all provisions of this Contract. Neither the County nor the successful bidder shall assign, sublet, convey or transfer its interest in this Contract without the prior written consent of the other.

- k. **INDEMNIFICATION:** Regardless of the coverage provided by any insurance, the successful bidder shall indemnify, save harmless and defend the County, its agents, servants, or employees from and against any and all claims, liability, losses and / or causes of action which may arise from any negligent act or omission of the successful bidder, its subcontractors, agents, servants or employees during the course of performing services or caused by the goods provided pursuant to these bid documents and / or resultant contract.

- l. **PUBLIC RECORDS, ACCESS AND AUDITS:** Any material submitted in response to this solicitation is considered a public document in accordance with Section 119.07, F.S. This includes material which the responding bidder might consider to be confidential. All submitted information that the responding bidder believes to be confidential and exempt from disclosure (i.e., a trade secret, etc) must be specifically identified as such. Upon receipt of a public records request for information the bidder has designated as a trade secret or as otherwise exempt from Section 119.07, F.S., a determination will be made whether the identified information is, in fact, confidential.

The bidder shall maintain records related to all charges, expenses, and costs incurred in estimating and performing the Work for at least three (3) years after completion or termination of this Contract. The COUNTY shall have access to such records as required in this Section for the purpose of inspection or audit during normal business hours, at the bidder's place of business.

Notwithstanding anything herein to the contrary, as provided under Section 119.0701, F.S., where the bidder: (i) provides a service and (ii) acts on behalf of the COUNTY as provided under Section 119.011(2) F.S., the bidder shall comply with the requirements of Section 119.0701, Florida Statutes, as it may be amended from time to time.

The Consultant is specifically required to:

- A. Keep and maintain public records required by the County to perform services as provided under this Contract.

- B. Upon request from the County's Custodian of Public Records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law. The Consultant further agrees that all fees, charges and expenses shall be determined in accordance with Palm Beach County PPM CW-F-002, Fees Associated with Public Records Requests, as it may be amended or replaced from time to time.

- C. Ensure that public records that are exempt, or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Contract, if the Consultant does not transfer the records to the public agency.

- D. Upon completion of the Contract the Consultant shall transfer, at no cost to the County, all public records in possession of the Consultant unless notified by County's representative/liaison, on behalf of the County's Custodian of Public Records, to keep and maintain public records required by the County to perform the service. If the Consultant transfers all public records to the County upon completion of the Contract, the Consultant shall destroy any duplicate public records that are exempt, or confidential and exempt

from public records disclosure requirements. If the Consultant keeps and maintains public records upon completion of the Contract, the Consultant shall meet all applicable requirements for retaining public records. All records stored electronically by the Consultant must be provided to County, upon 13 request of the County's Custodian of Public Records, in a format that is compatible with the information technology systems of County, at no cost to County.

Failure of the Consultant to comply with the requirements of this article shall be a material breach of this Contract. County shall have the right to exercise any and all remedies available to it, including but not limited to, the right to terminate for cause. Consultant acknowledges that it has familiarized itself with the requirements of Chapter 119, F.S., and other requirements of state law applicable to public records not specifically set forth herein.

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, PLEASE CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT RECORDS REQUEST, PALM BEACH COUNTY PUBLIC AFFAIRS DEPARTMENT, 301 N. OLIVE AVENUE, WEST PALM BEACH, FL 33401, BY E-MAIL AT RECORDSREQUEST@PBCGOV.ORG OR BY TELEPHONE AT 561-355-6680

- m. **INCORPORATION, PRECEDENCE, JURISDICTION:** This Invitation for Bid shall be included and incorporated in the final award. The order of contractual precedence shall be the bid document (original terms and conditions), bid response, and purchase order or term contract order. Any and all legal action necessary to enforce the award or the resultant contract shall be held in Palm Beach County and the contractual obligations shall be interpreted according to the laws of Florida.
- n. **LEGAL EXPENSES:** The County shall not be liable to a bidder for any legal fees, court costs, or other legal expenses arising from the interpretation or enforcement of this contract, or from any other matter generated by or relating to this contract.
- o. **NO THIRD PARTY BENEFICIARIES:** No provision of this Contract is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Contract, including but not limited to any citizen or employees of the County and / or successful bidder.

3. BID SUBMISSION

- a. **SUBMISSION OF RESPONSES:** All bid responses must be submitted on the provided Invitation for Bid "Response" Form. Bid responses on vendor letterhead / quotation forms shall not be accepted. Responses must be typewritten, written in ink or a photocopy and must be signed by an agent of the company having authority to bind the company or firm. **FAILURE TO SIGN THE BID RESPONSE FORM AT THE INDICATED PLACES SHALL BE CAUSE FOR REJECTION OF**

THE BID. Bid responses are to be submitted to the Palm Beach County Water Utilities Department no later than the time indicated on the solicitation preamble, and must be submitted in a sealed envelope or container bearing the bid number for proper handling.

- b. **CERTIFICATIONS, LICENSES AND PERMITS:** Unless otherwise directed in sub-paragraph d. (Local Preference) or the Special Conditions of this bid, bidder should include with its bid a copy of all applicable Certificates of Competency issued by the State of Florida or the Palm Beach County Construction Industry Licensing Board in the name of the bidder shown on the bid response page. It shall also be the responsibility of the successful bidder to maintain a current Local Business Tax Receipt (Occupational License) for Palm Beach County and all permits required to complete this contractual service at no additional cost to Palm Beach County. A Palm Beach County Local Business Tax Receipt (Occupational License) is required unless specifically exempted by law. In lieu of a Palm Beach County Local Business Tax Receipt (Occupational License), the bidder should include the current Local Business Tax Receipt (Occupational License) issued to the bidder in the response. It is the responsibility of the successful bidder to ensure that all required certifications, licenses and permits are maintained in force and current throughout the term of the contract. Failure to meet this requirement shall be considered default of contract.
- c. **SBE BID DOCUMENT LANGUAGE**

Item 1 - Policy

It is the policy of the Board of County Commissioners of Palm Beach County, Florida, that SBE(s) have the maximum practical opportunity to participate in the competitive process of supplying goods, services and construction to the County. To that end, the Board of County Commissioners adopted a Small Business Ordinance which is codified in Sections 280.21 through 2-80.34 (as amended) of the Palm Beach County Code, which sets forth the County's requirements for the SBE program, and is incorporated in this solicitation. Compliance with the requirements contained in this section shall result in a bidder being deemed responsive to SBE requirements. The provisions of this Ordinance are applicable to this solicitation, and shall have precedence over the provisions of this solicitation in the event of a conflict. Although preferences will not be extended to certified M/WBEs, unless otherwise provided by law, businesses eligible for certification as an M/WBE are encouraged to maintain their certification in order to assist in the tracking of M/WBE availability and awards of contracts to M/WBEs. This information is vital to determining whether race and gender neutral programs assist M/WBE firms or whether race and gender preferences are necessary in order to address any continued discrimination in the market.

Item 2 - SBE Goals

The County has established a minimum goal of 15% SBE participation for all County solicitations, inclusive of all alternates and change orders. This goal is a minimum, and no rounding will be accepted.

Item 3 - Ranking of Responsive Bidders

Bidders who meet the SBE goal will be deemed to be responsive to the SBE requirement.

- a. In evaluating competitive bids or quotes between \$1,000 and one million dollars (\$1,000,000) where the low bidder is non-responsive to the SBE requirement, the contract shall be awarded to the low bidder responsive to the SBE requirement as long as the bid does not exceed the low bid amount by 10%. In the event there are no bidders responsive to the SBE requirement, the contract shall be awarded to the bidder with the greatest SBE participation in excess of seven percent (7%) participation, as long as the bid does not exceed the low bid amount by ten percent (10%).
- b. In evaluating bids in excess of one million dollars (\$1,000,000), where the low bidder is non-responsive to the SBE requirement,

the contract shall be awarded to the low bidder responsive to the SBE requirements provided that such bid does not exceed the lowest responsive bid by more than one hundred thousand dollars (\$100,000) plus three percent (3%) of the total bid in excess of one million dollars (\$1,000,000). In the event there are no bidders responsive to the SBE goal, the contract shall be awarded to the bidder with the greatest SBE participation in excess of seven percent (7%) participation, provided that such bid does not exceed the lowest responsive bid by more than one hundred thousand dollars (\$100,000) plus three percent (3%) of the total bid in excess of one million dollars (\$1,000,000).

Item 4 - Bid Submission Documentation

SBE bidders, bidding as prime contractors, are advised that they must complete Schedule 1 and Schedule 2, listing the Work to be performed by their own workforce, as well as the Work to be performed by any SBE subcontractor. Failure to include this information on Schedule 1 will result in the participation by the SBE prime bidders own workforce NOT being counted towards meeting the SBE goal. This requirement applies even if the SBE contractor intends to perform 100% of the work with their own workforce.

Bidders are required to submit with their bid the appropriate SBE-M/WBE schedules in order to be deemed responsive to the SBE requirements. SBE-M/WBE documentation to be submitted is as follows:

Schedule 1 - List of Proposed SBE and M/WBE Participation

This list shall contain the names of the SBE Prime SBE and subcontractors intended to be used in performance of the contract, if awarded. This schedule shall also be used if an SBE prime bidder is utilizing ANY subcontractors.

(Only Job Order Contracting (JOC) contracts and Task Authorizations for annual contracts may be excluded from this requirement.)

Schedule(s) 2 - Letter(s) of Intent to Perform as an SBE or M/WBE Subcontractor

A Schedule 2 shall be completed by the SBE Prime. A Schedule 2 shall be completed and signed by the proposed SBE subcontractor listed on Schedule 1. SBE Primes and SBE Subcontractors shall specify the type of work to be performed, the cost and / or percentage. If the SBE intends to subcontract any portion of the job to another certified SBE, or non-SBE, they are required to list the amount and the name of the subcontractor on this form. The Prime may count toward its SBE goal second and third tiered SBE subcontractors; provided that the Prime submits a completed Schedule 2 form for each SBE subcontractor. Additional sheets may be used as needed. In lieu of a Schedule 2, a detailed responsive proposal may be acceptable.

Item 5 - SBE Certification

Only those firms certified by Palm Beach County at the time of bid submission shall be counted toward the established SBE goals. Upon receipt of a complete application, **IT TAKES UP TO NINETY (90) DAYS TO BECOME CERTIFIED AS AN SBE WITH PALM BEACH COUNTY.** It is the responsibility of the bidder to confirm the certification of any proposed SBE; therefore, it is recommended that bidders visit the on-line Vendor Directory at www.pbcgov.org/osba to verify SBE certification.

Item 6 - Counting SBE Participation (and M/WBE Participation for Tracking Purposes)

- a. Once a firm is determined to be an eligible SBE according to the Palm Beach County certification procedures, the County or the Prime may count toward its SBE goals only that portion of the total dollar value of a contract performed by the SBE. Prior to issue, total dollar value of a contract will be determined by the PBC user department by defining factors to be considered as value. Total dollar value of retail contracts shall be determined by Gross Receipts.

- b. The County may count toward its SBE goals the total value of a contract awarded to an eligible SBE firm that subsequently is decertified or whose certification has expired after a contract award date or during the performance of the contract.
- c. The County or Prime may count toward its SBE goal a portion of the total dollar value of a contract with a joint venture, eligible under the standards for certification, equal to the percentage of the ownership and control of the SBE partner in the joint venture.
- d. The County or Prime may count toward its SBE goal the entire expenditures for materials and equipment purchased by an SBE subcontractor, provided that the SBE subcontractor has the responsibility for the installation of the purchased materials and equipment.
- e. The County or Prime may count the entire expenditure to an SBE manufacturer (i.e., a supplier / distributor that produces goods from raw materials or substantially alters the goods before resale).
- f. The County or Prime may count sixty percent (60%) of its expenditure to SBE suppliers / distributors that are not manufacturers.
- g. The County or Prime may count toward its SBE goal second and third tiered SBE subcontractors; provided that the Prime submits a completed Schedule 2 form for each SBE subcontractor.
- h. The County or Prime may only count toward its SBE goal the goods and services in which the SBE is certified and performs with its own forces.

Item 7 - Responsibilities After Contract Award

Schedule 3 - SBE-M/WBE Activity Form

This form shall be submitted by the prime contractor with each payment application when SBE subcontractors are utilized in the performance of the contract. This form shall contain the names of all SBE subcontractors, specify the subcontracted dollar amount for each subcontractor and show amount drawn and payments to date issued to subcontractors. This form is intended to be utilized on all non-professional services contracts.

Schedule 4 - SBE-M/WBE Payment Certification

A Schedule 4 for each SBE sub shall be completed and signed by the proposed SBE after receipt of payment from the Prime. If a SBE subcontractor intends to disburse any funds associated with this payment to any subcontractor for labor provided on this contract, the amount and name of the subcontractor must be listed on this form. In addition, if the named subcontractor is a certified SBE, then a Schedule 4 shall be completed and signed by the named SBE after receipt of payment from the SBE subcontractor. When applicable, the Prime shall submit this form with each application submitted to the County for payment to document payment issued to a sub in the performance of the contract.

All bidders hereby assure that they will meet the SBE participation percentages submitted in their respective bids with the subcontractors contained on Schedules 1 and 2 and at the dollar values specified. Bidders agree to provide any additional information requested by the County to substantiate participation.

The successful bidder shall submit an SBE-M/WBE Activity Form (Schedule 3) and SBE-M/WBE Payment Certification Forms (Schedule 4) with each payment application. Failure to provide these forms may result in a delay in processing payment or disapproval of the invoice until they are submitted. The SBE-M/WBE Activity Form is to be filled out by the Prime Contractor and the SBE-M/WBE Payment Certification Forms are to be executed by the SBE or M/WBE firm to verify receipt of payment.

Item 8 - SBE Substitutions

After contract award, the successful bidder will only be permitted to replace a certified SBE subcontractor who is unwilling or unable to perform. Such substitution must be done with other certified SBE's in order to maintain the SBE percentages submitted with the bid. Requests for substitutions must be submitted to the user Department and OSBA.

- d. **LOCAL PREFERENCE ORDINANCE:** In accordance with the Palm Beach County Local Preference Ordinance, a preference may be given to (1) bidders having a permanent place of business in Palm Beach County or (2) bidders having a permanent place of business in the Glades that are able to provide the goods or services within the Glades.

1. **Glades Local Preference:** Pursuant to the Palm Beach County Local Preference Ordinance, a 5% Glades Local Preference is given when a Glades business offers to provide the goods or services that will be procured for use in the Glades. If the lowest responsive, responsible bidder is a non-Glades business, all bids received from responsive, responsible Glades businesses will be decreased by 5%. The original bid amount is not changed. The 5% decrease given for the Glades Local Preference is calculated only for the purpose of determining local preference.
2. **Local Preference:** Pursuant to the Palm Beach County Local Preference Ordinance, a 5% Local Preference is given to bidders having a permanent place of business in Palm Beach County. If the lowest responsive, responsible bidder is a non-local business; all bids received from responsive, responsible local businesses will be decreased by 5%. The original bid amount is not changed. The 5% decrease given for the Local Preference is calculated only for the purpose of determining local preference.
3. To receive a Glades Local Preference or a Local Preference (collectively referred to as "local preference"), a bidder must have a permanent place of business in existence prior to the County's issuance of this Notice of Solicitation / Invitation for Bid. A permanent place of business means that the bidder's headquarters is located in Palm Beach County or in the Glades, as applicable; or, the bidder has a permanent office or other site in Palm Beach County or in the Glades, as applicable, where the bidder will produce a substantial portion of the goods or services to be purchased. A valid Business Tax Receipt issued by the Palm Beach County Tax Collector is required, unless the bidder is exempt from the business tax receipt requirement by law, and will be used to verify that the bidder had a permanent place of business prior to the issuance of this Notice of Solicitation / Invitation for Bid. In addition, the attached "Certification of Business Location" and Business Tax Receipt must accompany the bid at the time of bid submission. The Palm Beach County Business Tax Receipt and this Certification are the sole determinant of local preference eligibility. Errors in the completion of this Certification or failure to submit this completed Certification will cause the bidder / proposer to not receive a local preference.

- e. **DRUG FREE WORKPLACE CERTIFICATION:** In compliance with Florida Statute (Section 287.087) attached form "Drug-Free Workplace Certification" should be fully executed and submitted with bid response in order to be considered for a preference whenever two (2) or more bids which are equal with respect to price, quality, and service are received by Palm Beach County.

- f. **CONDITIONED OFFERS:** Bidders are cautioned that any condition, qualification, provision, or comment in their bid, or in other correspondence transmitted with their bid, which in any way modifies, takes exception to, or is inconsistent with the specifications, requirements, or any of the terms, conditions, or provisions of this solicitation, is sufficient cause for the rejection of their bid as non-responsive.

- g. **PRICING:**

1. Prices offered must be the price for new merchandise and free from defect. Unless specifically requested in the bid specifications, any bids containing modifying or escalation clauses shall be rejected.
 2. The price offered must be in accordance with the unit of measure provided on the bid response page(s). One (1) space or line requires only one (1) single, fixed unit price. Anything other than a single, fixed unit price shall result in the rejection of your bid.
 3. All unit prices bid should be within two (2) decimal points. If bidder's pricing exceeds two (2) decimal points, Purchasing reserves the right to round up or down accordingly.
 4. Bidder warrants by virtue of bidding that prices shall remain firm for a period of ninety (90) days from the date of bid submission to allow for evaluation and award.
 5. Bidder warrants by virtue of bidding that prices shall remain firm for the initial and any subsequent term unless modified by a special condition.
 6. In the event of mathematical error(s), the unit price shall prevail and the bidder's total offer shall be corrected accordingly.
- BIDS HAVING ERASURES OR CORRECTIONS MUST BE INITIALED BY THE BIDDER PRIOR TO BID SUBMISSION. IF THE CORRECTION IS NOT PROPERLY INITIALED, OR IF THE INTENT OR LEGIBILITY OF THE CORRECTION IS NOT CLEAR, THE BID SHALL BE REJECTED.**
7. Bidders may offer a cash discount for prompt payment. However, such discounts shall not be considered in determining the lowest net cost for bid evaluation purposes unless otherwise specified in the special conditions. Bidders should reflect any discounts to be considered in the unit prices bid.

- h. **SUBMITTING NO BID or NO CHARGE:** Bidders not wishing to bid on some items sought by this solicitation should mark those items as "no bid". If some items are to be offered at no charge, bidders should mark those items as "no charge". Items left blank shall be considered a "no bid" for that item, and the bid shall be evaluated accordingly.

- i. **ACCEPTANCE / REJECTION OF BIDS:** Palm Beach County reserves the right to accept or to reject any or all bids. Palm Beach County also reserves the right to (1) waive any non-substantive irregularities and technicalities; (2) reject the bid of any bidder who has previously failed in the proper performance of a contract of a similar nature, who has been suspended or debarred by another governmental entity, or who is not in a position to perform properly under this award; and (3) inspect all facilities of bidders in order to make a determination as to its ability to perform.

Palm Beach County reserves the right to reject any offer or bid if the prices for any line items or subtitle items are materially unbalanced. An offer is materially unbalanced if it is mathematically unbalanced, and if there is reason to believe that the offer would not result in the lowest overall cost to the County, even though it is the lowest evaluated offer. An offer is mathematically unbalanced if it is based on prices which are significantly less than fair market price for some bid line item and significantly greater than fair market price for other bid line items. Fair market price shall be determined based on industry standards, comparable bids or offers, existing contracts, or other means of establishing a range of current prices for which the line items may be obtained in the market place. The determination of whether a particular offer or bid is materially unbalanced shall be made in writing by the Director of the Water Utilities Department, citing the basis for the determination.

- j. **NON-EXCLUSIVE:** The County reserves the right to acquire some or all of these goods and services through a State of Florida contract under the provisions of Section 287.042, Florida Statutes, provided the State of Florida contract offers a lower price for the same goods and services. This reservation applies both to the initial award of this solicitation and to acquisition after a term contract may be awarded. Additionally, Palm Beach County reserves the right to award other contracts for goods and services falling within the scope of this solicitation and resultant contract when the specifications differ from

this solicitation or resultant contract, or for goods and services specified in this solicitation when the scope substantially differs from this solicitation or resultant contract.

- k. **OFFER EXTENDED TO OTHER GOVERNMENTAL ENTITIES:** Palm Beach County encourages and agrees to the successful bidder extending the pricing, terms and conditions of this solicitation or resultant contract to other governmental entities at the discretion of the successful bidder.

- l. **PERFORMANCE DURING EMERGENCY:** By submitting a bid, bidder agrees and promises that, during and after a public emergency, disaster, hurricane, flood, or acts of God, Palm Beach County shall be given "first priority" for all goods and services under this contract. Bidder agrees to provide all goods and services to Palm Beach County during and after the emergency at the terms, conditions, and prices as provided in this solicitation on a "first priority" basis. Bidder shall furnish a 24-hour phone number to the County in the event of such an emergency. Failure to provide the stated priority during and after an emergency shall constitute breach of contract and make the bidder subject to sanctions from doing further business with the County.

- m. **SALES PROMOTIONS / PRICE REDUCTIONS:** Should sales promotions occur during the term of the contract that lower the price of the procured item, the successful bidder shall extend to the County the lower price offered by the manufacturer on any such promotional item. Further, any price decreases effectuated during the contract period by reason of market change or otherwise, shall be passed on to Palm Beach County. Additionally, any time after award, the successful bidder may offer a reduced price which shall remain in effect for the duration of the contract.

- n. **SUCCESSFUL BIDDER NON-DISCRIMINATION POLICY:** The successful bidder shall perform the following and shall use the attached form "Non-Discrimination Policy" in order to do the same:

1. Submit to Palm Beach County a copy of its non-discrimination policy, which shall be consistent with the non-discrimination policy of Palm Beach County as set forth in Section 2.b. hereinabove; **OR** 2. In the event that the successful bidder **does not** have a written non-discrimination policy or one that conforms to Palm Beach County's policy, the successful bidder shall sign and submit to Palm Beach County a statement affirming that it will conform to Palm Beach County's non-discrimination policy as provided in Palm Beach County Resolution R-2014-1421, as may be amended.

The successful bidder shall satisfy the requirements set forth in this Section prior to execution of a contract with Palm Beach County and within a time frame specified by Palm Beach County (normally within 2 working days of request). The successful bidder's failure to satisfy the requirements set forth in this Section 3.n. shall render its bid non responsive. It is the responsibility of the successful bidder to maintain a written or non-written non-discrimination policy that conforms with the County's policy as set forth in Section 2.b. hereinabove throughout the term of the contract. Failure to meet this requirement shall be considered default of contract.

4. BID SUBMISSION TIME / AWARD OF BID

- a. **OBSERVING THE PUBLISHED BID SUBMISSION TIME:** The published bid submission time shall be scrupulously observed. It is the sole responsibility of the bidder to ensure that their bid arrives in the Water Utilities Department prior to the published bid submission time. Any bid delivered after the precise published time of bid submission shall not be considered, and shall be returned to the bidder unopened if bidder identification is possible without opening. Bid responses by telephone, electronics, or facsimile shall not be accepted. Bidders shall not be allowed to modify their bids after the published bid submission time.

- b. **POSTING OF AWARD RECOMMENDATION:** Recommended awards shall be publicly posted for review, at the Water Utilities Department, Lobby area, prior to final approval, and shall remain posted for a period of five (5) business days.

- c. **PROTEST PROCEDURE:** Protest procedures are provided in the Palm Beach County Purchasing Code. Protests must be submitted in writing, addressed to the Director of Purchasing, via hand delivery, mail or fax to (561) 242-6705. Protest must identify the solicitation, specify the basis for the protest, and be received by the Purchasing Department within five (5) business days of the posting date of the recommended award. The protest is considered filed when it is received by the Purchasing Department. Failure to file protest as outlined in the Palm Beach County Purchasing Code shall constitute a waiver of proceedings under the referenced County Code.

5. CONTRACT ADMINISTRATION

- a. **DELIVERY AND ACCEPTANCE:** Deliveries of all items shall be made as soon as possible. Deliveries resulting from this bid are to be made during the normal working hours of the County. Time is of the essence and delivery dates must be met. Should the successful bidder fail to deliver on or before the stated dates, the County reserves the right to CANCEL the order or contract and make the purchase elsewhere. The successful bidder shall be responsible for making any and all claims against carriers for missing or damaged items.

Delivered items shall not be considered "accepted" until an authorized agent for Palm Beach County has, by inspection or test of such items, determined that they appear to fully comply with specifications. The Board of County Commissioners may return, at the expense of the successful bidder and for full credit, any item(s) received which fail to meet the County's specifications or performance standards.

- b. **FEDERAL AND STATE TAX:** Palm Beach County is exempt from Federal and State taxes. The authorized agent for Purchasing shall provide an exemption certificate to the successful bidder, upon request. Successful bidders are not exempted from paying sales tax to their suppliers for materials to fulfill contractual obligations with the County, nor are successful bidders authorized to use the County's Tax Exemption Number in securing such materials.

- c. **PAYMENT:** In order for Palm Beach County to make payment, the Vendor's Legal Name; Vendor's Address and Vendor's TIN/FEIN Number on the successful bidder's bid must be exactly the same as it appears in Palm Beach County's VSS system which can be accessed at <https://pbcvssp.co.palm-beach.fl.us/webapp/vssp/AltSelfService>. Successful bidders shall send **ALL ORIGINAL** invoices to the following address and may send copies of invoices to the Palm Beach County Department requesting the goods/services. Invoices submitted on carbon paper shall not be accepted.

**PALM BEACH COUNTY
FINANCE DEPT.
P.O. Box 4036
WEST PALM BEACH, FL 33402-4036**

Payment shall be made by the County after goods / services have been received, accepted and properly invoiced as indicated in the contract and / or order. Invoices must bear the order number. The Florida Prompt Payment Act is applicable to this solicitation. Interest penalties will only be paid in accordance with the Florida Prompt Payment Act, Florida Statute 218.70.

Note: Palm Beach County Vendors can now be paid by Credit Card via the County's voluntary Payment Manager Program. For vendors who don't have a merchant account, one is needed to utilize the Program. For vendors with a

merchant account, you will need to enroll with the Palm Beach County Clerk & Comptroller's office. For information, contact the Palm Beach County Clerk & Comptroller at pbcpaymentmgr@mypalmbeachclerk.com or 561355-3295

- d. **CHANGES:** The Director of the Water Utilities Department, Palm Beach County, by written notification to the successful bidder may make minor changes to the contract terms. Minor changes are defined as modifications which do not significantly alter the scope, nature, or price of the specified goods or services. Typical minor changes include, but are not limited to, place of delivery, method of shipment, minor revisions to customized Work specifications, and administration of the contract. The successful bidder shall not amend any provision of the contract without written notification to the Director of the Water Utilities Department, and written acceptance from the Director of the Water Utilities Department or the Board of County Commissioners.
- e. **DEFAULT:** The County may, by written notice of default to the successful bidder, terminate the contract in whole or in part if the successful bidder fails to satisfactorily perform any provisions of this solicitation or resultant contract, or fails to make progress so as to endanger performance under the terms and conditions of this solicitation or resultant contract, or provides repeated non-performance, or does not remedy such failure within a period of 10 days (or such period as the Director of the Water Utilities Department may authorize in writing) after receipt of notice from the Director of the Water Utilities Department specifying such failure. In the event the County terminates this contract in whole or in part because of default of the successful bidder, the County may procure goods and / or services similar to those terminated, and the successful bidder shall be liable for any excess costs incurred due to this action.

If it is determined that the successful bidder was not in default or that the default was excusable (e.g., failure due to causes beyond the control of, or without the fault or negligence of, the successful bidder), the rights and obligations of the parties shall be those provided in Section 5f, "Termination for Convenience"

- f. **TERMINATION FOR CONVENIENCE:** The Water Utilities Department may, whenever the interests of the County so require, terminate the contract in whole or in part, for the convenience of the County. The Water Utilities Department shall give five (5) days prior written notice of termination to the successful bidder, specifying the portions of the contract to be terminated and when the termination is to become effective. If only portions of the contract are terminated, the successful bidder has the right to withdraw, without adverse action, from the entire contract. Unless directed differently in the notice of termination, the successful bidder shall incur no further obligations in connection with the terminated Work, and shall stop Work to the extent specified and on the date given in the notice of termination. Additionally, unless directed differently, the successful bidder shall terminate outstanding orders and / or subcontracts related to the terminated Work.
- g. **REMEDIES:** No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder now or hereafter existing at law, or in equity, by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

6. PALM BEACH COUNTY OFFICE OF THE INSPECTOR GENERAL AUDIT REQUIREMENTS:

Pursuant to Palm Beach County Code, Section 2-421 - 2-440, as amended, Palm Beach County's Office of Inspector General is authorized to review past, present and proposed County contracts, transactions, accounts, and records. The Inspector General's authority includes, but is not limited to, the power to audit, investigate, monitor, and inspect the activities of entities contracting with the County, or anyone acting on their behalf, in order to ensure compliance with contract requirements and to detect corruption and fraud. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be a violation of Palm Beach County Code, Section 2-421 - 2440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

7. **BUSINESS INFORMATION:** If bidder is a Joint Venture for the goods / services described herein, bidder shall, upon request of Palm Beach County provide a copy of the Joint Venture Agreement signed by all parties.

THIS IS THE END OF "GENERAL CONDITIONS"

SPECIAL CONDITIONS

8. GENERAL / SPECIAL CONDITION PRECEDENCE

In the event of conflict between General Conditions and Special Conditions, the provisions of the Special Conditions shall have precedence.

9. PRE-BID CONFERENCE (MANDATORY)

All interested parties/bidders are **required** to attend a pre-bid conference which is scheduled to be held at Palm Beach County Water Utilities Department, 8100 Forest Hill Blvd. West Palm Beach, FL 33413 on commencing at **November 16, 2016 at 10:00 a.m.**

At this time, the County's representative will be available to answer questions relative to this Invitation for Bid (IFB). Any suggested modifications may be presented in writing to, or discussed with the County's representative(s) as possible amendments to the Invitation for Bid. Said modification(s) must be approved, in writing, by the Water Utilities Department. Bidders are reminded that statements and information provided at this meeting are not binding unless issued in writing as an amendment to the Bid. **THE BIDDER'S FAILURE TO ATTEND THIS CONFERENCE SHALL RESULT IN DISQUALIFICATION OF THEIR BID.**

All interested parties/bidders shall sign an attendance sheet. The attendance sheet will be collected at. **(10 minutes after stated start time)** local time. Those arriving after the attendance sheet has been collected shall be considered as not in attendance for purposes of the mandatory pre-bid conference.

10. POST AWARD MEETING

Within sixty (60) days of the effective date of the contract award, successful bidder shall meet with the Director of Water Utilities, or his designee, to discuss job procedures and scheduling.

The Successful Bidder shall contact Vincent Munn, Utilities Operations and Maintenance Manager at (561) 493-6090 to arrange meeting.

11. QUALIFICATION OF BIDDERS

This bid shall be awarded only to a responsive and responsible bidder, qualified to provide the goods and/or service specified. The bidder shall, upon request, promptly furnish the County sufficient evidence in order to confirm a satisfactory performance record. Such information may include an adequate financial statement of resources, the ability to comply with required or proposed delivery or performance schedule, a satisfactory record of integrity and business ethics, the necessary organization, experience, accounting and operation controls, and technical skills, and be otherwise qualified and eligible to receive an award under applicable laws and regulations.

The bidder should submit the following information with their bid response; however, if not included, it shall be the responsibility of the bidder to submit all evidence, as solicited, within a time frame specified by the County (normally within two working days of request). Failure of a bidder to provide the required information within the specified time frame is considered sufficient cause for rejection of their bid. **Information submitted with a previous bid shall not satisfy this provision.**

- A. List a minimum of Five (5) references in which similar goods and/or services have been provided within the past Five (5) years including scope of work, contact names, addresses, e-mail addresses, telephone numbers and dates of service on the attached reference sheet included herein. A contact person shall be someone who has personal knowledge of the bidder's performance for the specific requirement listed. Contact person must have been informed that they are being used as a reference and that the County may be calling them. **DO NOT** list persons who are unable to answer specific questions regarding the requirement.
- B. The bidder must provide copies of current licenses/certifications that show the firm (bidder), or a principal in the firm is licensed to contract the scope of work in Palm Beach County, Florida.
- C. Provide copy of valid South Florida Water Management District (SFWMD) Water Well Contractor's License.
- D. Provide evidence that the Successful Bidder or a licensed Aqua Freed sub-contractor has a minimum of two (2) years' experience in CO2 Injection of wells; evidence must show successful CO2 Injection in a minimum of ten (10) wells.

- E. Provide a list of the number of available well maintenance crews, vehicles and equipment.
- F. Provide a statement on whether bidder can perform maintenance on a minimum of three (3) wells simultaneously.
- G. Provide evidence of having access to an existing pump shop with a minimum of three (3) years of service experience in diagnostic and maintenance of well pumps.

12. AWARD (ALL-OR-NONE)

Palm Beach County shall award this bid to the lowest, responsive, responsible bidder on an all-or-none, total offer basis. Therefore, it is necessary for a bidder to bid on every item in order to have a bid considered. It is also required that the bidder carefully considers each item, and make sure that each one meets the specifications as indicated. In the event that one item does not meet such specifications the entire bid will be considered non-responsive. Additionally, if a bidder enters a No Bid, or N/A for any item, they will be considered non-responsive.

13. METHOD OF ORDERING (TERM CONTRACT)

A term contract shall be issued for a term of 12 months or until the estimated amount is expended, at the discretion of the County. The County will order on an "as needed" basis. Work issued by the County during the term of this contract shall be executed until completion by the successful bidder, even if the completion time frame exceeds beyond the expiration date of the contract. Successful bidder shall be paid for all Work completed to the satisfaction of the County.

14. RENEWAL OPTION

The successful bidder shall be awarded a contract for twelve (12) months with the option to renew for four (4) additional twelve (12) month period(s). The option for renewal shall only be exercised upon mutual written agreement and with all original terms, conditions and unit prices adhered to with no deviations. Any renewal shall be subject to the appropriation of funds by the Board of County Commissioners. A renewal shall be revoked if a vendor is suspended by the Purchasing Department prior to the commencement of the renewal period.

15. F.O.B. POINT

The F.O.B. point shall be destination. Exact delivery point will be indicated on the term contract delivery order. Bid responses showing other than F.O.B. destination shall be rejected. Bidder retains title and assumes all transportation charges, responsibility, liability and risk in transit, and shall be responsible for the filing of claims for loss or damages.

16. TIME FOR COMPLETION / DELIVERY

Bidder acknowledges and agrees that the time of completion/delivery is an essential condition of this contract. Successful bidder shall respond on site within seventy-two (72) hours after receipt of contract delivery order and prosecute the Work uninterrupted, in such a manner, with the specified labor and equipment so as to ensure that project(s) as defined are completed within the time frame agreed upon, unless a modified delivery/completion date has been requested by the successful bidder and approved in writing by the Director of Water Utilities Department or his designee.

The successful bidder shall, within seven (7) calendar days from the beginning of such delay, provide written notification of the causes of the delay to the Water Utilities Department.

If the successful bidder shall be delayed in the completion of its Work by reason of unforeseeable causes beyond its control and without fault or negligence, including, but not restricted to, acts of God, the period specified for the completion of delivery shall be extended by such time as may be approved in writing by the Water Utilities Department.

17. AS SPECIFIED

All items delivered under the Contract shall meet the specifications required by the Water Utilities Department Standards Manual. Any items that do not meet the specifications will be returned at the expense of the successful bidder. All Work will be undertaken as specified by the Water Utilities Department Director or his designee. Any Work undertaken in a manner other than that specified by the Department Director or his designee may be required, at the discretion of the Department Director or his designee, to be corrected at the expense of the successful bidder, unless the deviation was approved in writing by the Department Director or his designee prior to initiation of the Work.

18. ESTIMATED EXPENDITURES

The anticipated term of the contract to be awarded as a result of this bid is for 12 months. The anticipated value during the contract term is \$1,400,000. Palm Beach County reserves the right to increase or decrease the anticipated value as necessary to meet actual requirements, and to rebid for the contracted goods and services at any time after the anticipated value of this contract has been reached, notwithstanding that the anticipated term has not been completed. Bidder understands and agrees that the quantities of Work or material stated in unit price items are supplied only to give an indication of the general scope of the Work and the County does not expressly or by implication agree that the actual quantity of the Work or material will correspond therewith.

19. QUANTITY

The quantities shown are estimated. Palm Beach County reserves the right to increase or decrease the total quantities as necessary to meet actual requirements. Bidder understands and agrees that the quantities of Work or material stated in unit price items are supplied only to give an indication of the general scope of the work and the County does not expressly or by implication agree that the actual quantity of the Work or material will correspond therewith. Unless stipulated otherwise, Palm Beach County will accept NO minimum order requirements. Additionally, bidders are cautioned to bid in accordance with the unit specified on the bid response page.

20. WORK SITE SAFETY- SECURITY

The Successful Bidder shall at all times guard against damage or loss to the property of Palm Beach County, the bidder's own property, and/or that of other contractors, and shall be held responsible for replacing or repairing any such loss or damage. When applicable, the successful bidder shall provide fences, signs, barricades, flashing lights, etc. necessary to protect and secure the work site(s) and insure that all County, State of Florida, OSHA, and other applicable safety regulations are met. Additionally, successful bidder shall provide for the prompt removal of all debris from Palm Beach County property. Palm Beach County may withhold payment or make such deductions as deemed necessary to ensure reimbursement or replacement for loss or damage to property through negligence of the successful bidder or its agents.

21. EQUIPMENT

- a. **The scope** of these specifications is to ensure the delivery of a complete unit ready for operations. The apparent silence of any specification as to any detail, or the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning only that the best commercial practice is to prevail, and that only material and workmanship of the finest quality are to be used. Omission of any essential detail from these specifications does not relieve the supplier from the furnishing of a complete unit.
- b. **All equipment** must be new, of current manufacture in production at the time of bid opening.

22. WARRANTY

The successful bidder shall fully warrant all items, equipment and services furnished hereunder against defect in materials and/or workmanship for a period of a minimum of one (1) year from date of delivery and acceptance by Palm Beach County. Should any defect in materials or workmanship, excepting ordinary wear and tear, appear during the above stated warranty period, the successful bidder shall repair or replace same at no cost to Palm Beach County, immediately upon written notice from the Director of Purchasing.

23. INSURANCE REQUIRED

Upon notification from the Director of Water Utilities or his designee, and after the closing period has ended for award recommendation, it shall be the responsibility of the successful bidder to provide evidence of the following minimum amounts of insurance coverage to Palm Beach County, c/o Water Utilities Department, Attention Procurement Division, 8100 Forest Hill Boulevard, West Palm Beach, Florida 33413 within 30 days of notification. During the term of the Contract and prior to each subsequent renewal thereof, the successful bidder shall provide this evidence to the County prior to the expiration date of each and every insurance required herein. Subsequently, the successful bidder shall, during the term of the Contract, and prior to each renewal thereof, provide evidence of insurability to ITS at pbc@instracking.com or fax (562) 435-2999, which is Palm Beach County's insurance management system, prior to the expiration date of each and every insurance required herein.

Commercial General Liability Insurance. Successful bidder shall maintain Commercial General Liability Insurance, or similar form, at a limit of liability not less than **\$1,000,000 Each Occurrence** for Bodily Injury, Personal Injury and Property Damage Liability. Coverage shall include Premises and/or Operations, Independent Contractors, Products and/or Completed Operations, Personal Injury/Advertising Liability, Contractual Liability and Broad Form Property Damage

coverages. Coverage for the hazards of explosion, collapse and underground property damage (X-C-U) must also be included when applicable to the work to be performed. **This coverage shall be endorsed to include Palm Beach County as an Additional Insured.**

Business Auto Liability Insurance. Successful bidder shall maintain Business Auto Liability Insurance at a limit of liability not less than **\$1,000,000 Combined** Single Limit Each Accident for all owned, non-owned, and hired automobiles. (In this context, the term "Autos" is interpreted to mean any land motor vehicle, trailer or semi-trailer designed for travel on public roads.) In the event successful bidder neither owns nor leases automobiles, the Business Auto Liability requirement shall be amended allowing successful bidder to maintain only Hired & Non-Owned Auto Liability and shall provide either an affidavit or a letter on company letterhead signed by the bidder indicating either the bidder does not own any vehicles, and if vehicles are acquired throughout the term of the contract, bidder agrees to purchase "Owned Auto" coverage as of the date of acquisition. If vehicles are acquired throughout the term of the contract, bidder agrees to purchase "Owned Auto" coverage as of the date This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto coverage form.

Workers' Compensation and Employer's Liability Insurance. Successful bidder shall maintain Workers' Compensation & Employer's Liability Insurance in accordance with Florida Statute Chapter 440.

A signed Certificate of Insurance, evidencing that required insurance coverages have been procured by the successful bidder in the types and amounts required hereunder shall be transmitted to the County via the Insurance Company/Agent within a time frame specified by the County (normally within 2 working days of request). Failure to provide required insurance shall render your bid non responsive.

Except as to Business Auto, Workers' Compensation and Employer's Liability (and Professional liability, when applicable), said Certificate(s) shall clearly confirm that coverage required by the contract has been endorsed to include Palm Beach County as an Additional Insured.

Said Certificate(s) of Insurance shall, to the extent allowable by the insurer, include a minimum thirty (30) day endeavor to notify due to cancellation (10 days for nonpayment of premium) or non-renewal of coverage. It is the responsibility of the successful bidder to ensure that all required insurance coverages are maintained in force throughout the term of the contract. Failure to maintain the required insurance shall be considered default of contract.

All insurance must be acceptable to and approved by County as to form, types of coverage and acceptability of the insurers providing coverage.

Bidder shall agree that all insurance coverage required herein shall be provided by Bidder to County on a primary basis.

SPECIFICATIONS**BID # WUD16-001/VMG****SYSTEM-WIDE WELLFIELD MAINTENANCE
FOR PALM BEACH COUNTY WATER UTILITIES DEPARTMENT****Purpose and Intent**

The sole purpose and intent of this Invitation for Bid is to obtain firm, fixed pricing for maintenance on approximately ninety-five (95) existing surficial aquifer wells including repair of submersible pumps and related appurtenances ("Work"). Total offer shall include all necessary materials, labor, supervision, equipment, supplies, fees, expertise, and services to ensure completion of required Work.

Bidder's Responsibility

This bid will be Unit Price. The bidder agrees to furnish and pay for all materials necessary to complete the Work in accordance with all requirements of the contract documents and in accordance with all applicable codes and governing regulations, within the time limit specified. Bidder assumes all costs, delays and risks associated with all conditions or occurrences which cause or might cause an increase in bidder's cost to complete the Work or which cause or might cause delays in bidder's prosecution of the Work.

General Information

Work shall be performed in accordance with the latest edition of the Palm Beach County Water Utilities Department Minimum Engineering and Construction Standards, as may be amended from time to time.

Bidder agrees to complete all Work in accordance with all requirements of the contract documents and in accordance with all applicable codes and governing regulations, within the time limit specified. Bidder assumes all costs, delays and risks associated with all conditions or occurrences which cause or might cause an increase in bidder's cost to complete the Work or which cause or might cause delays in bidder's prosecution of the Work.

Payment

Payment is based on the unit price provided on the bid response page. Payment shall be rendered ONLY upon the County's satisfaction of services rendered. Unit price shall include, but is not limited to, all supervision, labor, equipment, tools, machinery, transportation, travel, mobilization, demobilization, manpower, fuel oil, greases, insurance, taxes, fees, suspensions, delays, or any other incidental expenses necessary to fully and completely provide the service(s) as specified herein. No additional compensation shall be offered or paid. No additional shipping/delivery charges permitted.

SUMMARY OF WORK

GENERAL

1.0 Work Covered by Successful Bidder Documents:

- A. The Work covered by these specifications comprises in general the furnishing of all labor, materials, equipment, supplies, tools and manufactured articles of every kind required to conduct the Work as described by the contract documents.
- B. The Work shall also include all transportation and all temporary services, utilities, systems, including those not expressly shown or called for in the Contract Documents, necessary to properly accomplish and complete the Work in accordance with the requirements of the contract documents.

Except as specifically noted, the successful bidder shall provide and pay for:

- 1. Labor, materials, and equipment.
- 2. Tools, equipment and machinery.
- 3. Water, electricity, and other utilities required to complete project.
- 4. Other facilities and services necessary for proper execution and completion of the Work.
- 5. Permits, surveys, and testing.

1.1 General Provisions:

- A. The Department Director or his designee must be notified seventy-two (72) hours prior to the commencement of Work at the project site.
- B. The successful bidder shall be responsible for locating any underground and above ground utilities located within the project site area within the first 30 calendar days following the Notice To Proceed, including potholing and surveying of utility conflicts to avoid project delays, at no cost to the County.
- C. Any damage to existing above ground or underground utilities occurred during performance of the Work shall be repaired by the successful bidder, at no cost to the County.
- D. All accessories and appurtenances shall be new, recent manufacturer, complete and ready for use.
- E. The successful bidder upon completion of the Work, shall remove and legally dispose of all debris and excess materials brought on site or caused to be on site by the successful bidder's activities.
- F. The successful bidder shall provide the services of a qualified manufacturer's technical representative(s) who shall adequately supervise the installation and testing of all equipment furnished under this Contract.
- G. The successful bidder shall secure and pay for, as necessary for proper execution and completion of Work, and as applicable at time of receipt of bids:

1. Permits
2. Government Fees
3. Licenses

H. The successful bidder shall bear sole responsibility for issuing required notices.

I. The successful bidder shall comply with codes, ordinances, rules, regulations, orders and other legal requirements of public authorities, which bear on performance of Work.

1.2 Siltation and Bank Erosion:

A. The successful bidder shall take adequate precautions to prevent siltation and bank erosion in crossing canal or ditches, in discharging well point system or during other activities.

1.3 Storage of Materials:

A. Suitable storage facilities shall be furnished by the successful bidder. All materials, supplies and equipment intended for use in the Work shall be suitably stored by the successful bidder to prevent damage from exposure, admixture with foreign substances, or vandalism or other cause. The Department Director or his designee will refuse to accept, or sample for testing, materials, supplies or equipment that have been improperly stored, as determined by the Department Director or his designee. Materials found unfit for use shall not be incorporated in the Work and shall immediately be removed from the project or storage site. Delivered materials shall be stored in a manner acceptable to the Department Director or his designee before any payment for same will be made. Materials strung out along the line of the project will not be allowed unless the materials will be installed within two weeks from the time of unloading and stringing out.

1.4 Salvaged Equipment and Materials:

A. In the absence of special provisions to the Contract, salvaged materials, equipment or supplies that occur are the property of the County and shall be cleaned and stored as directed by the County. Surplus excavated materials remain the property of the County and shall be spoiled in the area shown on the drawings or designated by the County. Successful Bidder shall deliver salvaged materials, equipment or supplies to the location directed by the County. The existing concrete slab shall be demolished and removed from the site.

1.5 Progress of Work:

A. Work shall be performed to the County's specifications including the specified timeline for each work project. Failure of the successful bidder to adhere to the established timelines, shall be cause for default and termination of the contract.

1.6 Preservation of Property:

A. The successful bidder shall preserve from damage all property along the line of the Work, or which is in the vicinity of or is in any way affected by the Work, the removal or destruction of which is not called for by the plans. Wherever such property is damaged due to the activities of the successful bidder, it shall be immediately restored to its original condition by the successful bidder, at no cost to the County.

- B. In case of failure on the part of the successful bidder to restore such property, or make good such damage or injury, the County may, after a 48-hour notice to the successful bidder, proceed to repair, rebuild or otherwise restore such property as may be deemed necessary and the cost thereof will be deducted from any monies due or which may become due the successful bidder under this Contract.

1.7 Clean Up:

- A. The successful bidder shall keep the project site free of rubbish and waste materials and restore to their original condition those portions of the site not designated for alteration by the Contract Documents. Clean up and restoration shall be accomplished on a continuing basis throughout the contract period and in such a manner as to maintain a minimum of nuisance and interference to the general public and residents in the vicinity of the Work. It is the intent of this specification that the project areas and those other areas not designated for alteration by the contract documents shall be restored to their original condition as nearly as possible immediately after completion of installation.

1.8 Protection of Property:

- A. The successful bidder shall be responsible for the protection of property, in the areas in the vicinity of the project; and for the protection of his own equipment, supplies, materials and work, against any damage resulting from the elements, such as flooding, by rainstorm, wind damage, or other elemental cause resulting from the project configuration. The successful bidder shall take all precautions against any such damage occurrence, and shall be responsible for damage resulting from same. The successful bidder shall provide adequate drainage facilities, tie-downs, or other protection, throughout the Contract period, for the protection of his, Palm Beach County, and other properties from such damage.

END OF SECTION

PROJECT MEETINGS

PART 1 - GENERAL

1.1 Requirements Included

- A. Palm Beach County Water Utilities Department shall schedule and administer the pre-bid conference, post award meeting, periodic progress meetings, and specially called meetings throughout the progress of the Work. The Department Director or his designee shall:
 - 1. Prepare agenda for all required meetings.
 - 2. Distribute written or electronic notice of each meeting four (4) days in advance of the meeting date.
 - 3. Designate location for meetings.
 - 4. Conduct and lead meetings.
 - 5. Record the meeting electronically or prepare written meeting minutes.
 - 6. Reproduce and distribute a copy of the meeting minutes or the recording of the meeting.
- B. Representatives of the successful bidder, subcontractors and suppliers attending meetings shall be qualified and authorized to act on behalf of the entity each represents.

END OF SECTION

MOBILIZATION AND DEMOBILIZATION

PART 1 - General

1.1 General

- A. Provide all materials and equipment required to accomplish the Work as specified.
- B. Furnish pumping equipment of sufficient size and capacity to perform the casing cleaning to the bottom of the injection well casings to be tested.

PART 2 - Execution

2.1 General

- A. Set up well maintenance equipment within the area designated. Accomplish all required Work in accordance with applicable portions of the specifications.
- B. Some obstructions may not be shown. successful bidder is advised to carefully inspect the existing facilities before preparing proposals. The removal and replacement of minor obstructions such as electrical conduits, water, waste piping, and similar items shall be anticipated and accomplished, even though not shown on drawings, or specifically mentioned.
- C. Successful Bidder shall modify the existing wellhead assembly and all electrical instrumentation to facilitate testing as approved by Palm Beach County Water Utilities Department. The existing 24-inch tee shall remain in place during testing.
- D. A temporary blow off preventer, capable of shutting in the well, shall be onsite and shall be ready for service at all times while testing, as approved by Palm Beach County.

2.2 Contamination Precautions

- A. Avoid contamination of the project area. Do not dump waste oil, rubbish, or other similar materials on the ground.

2.3 Cleanup of Work Project Areas

- A. Upon completion and acceptance of specified maintenance project work, remove from the site the drill rig and equipment, all debris, unused materials, temporary structures, and other miscellaneous items resulting from or used in the maintenance operations. Replace or repair any facility which has been damaged during the maintenance project work. Restore the site as nearly as possible to its original condition.

TRAFFIC CONTROL

PART 1 - General

1.1 Requirements

- A. The Work specified in this Section consists of maintaining traffic within the limits of the project for the duration of the work period, including any temporary suspensions of the Work.
- B. This shall include:
 - 1. Any necessary detour facilities;
 - 2. The provision of necessary facilities for access to residences, businesses, etc., along the project;
 - 3. The furnishing, installation and maintenance of traffic control and safety devices during maintenance projects;
 - 4. The control of dust; and,
 - 5. Any other special requirements to provide the safe and expeditious movement of traffic throughout the project.
- C. The term "Maintenance of Traffic" shall include all of such facilities, devices and operations as are required for the safety and convenience of the public as well as for minimizing public nuisance.
- D. Maintain local traffic and provide local access at all times.
- E. A Maintenance of Traffic Plan must be submitted to the Palm Beach County Engineering Department Construction Coordination Division for review and approval by the Traffic Division.
- F. Existing language must be maintained throughout the duration of the project, unless shown on the plans or otherwise approved by the Department.

1.2 Traffic Signing

- A. All signing shall be fabricated with high intensity sheeting.
- B. All signs, thirty-six inches (36") by thirty-six inches (36") or eight square feet (8 sq. ft.) or larger shall be mounted on two (2) posts unless used in conjunction with a temporary condition.
- C. The first two (2) advance warning signs shall have flashing amber Type "B" lighting and an eighteen inches (18") by eighteen inches (18") orange flag.
- D. The length of warning sign (G20-1) shall be erected at the limits of any road maintenance job greater than two (2) miles in length where traffic is maintained throughout the job.

1.3 Temporary Pavement Markings

- A. All temporary pavement markings shall be done in a professional manner without weaves or bows.
- B. Raised pavement markers shall be placed along the center lines and edge lines of the detour at twenty foot (20') centers in the transition area where the alignment shift is ten feet (10') or greater. All pavement markers shall be approved by Palm Beach County Traffic Engineering Division prior to installation.
- C. Temporary pavement markings shall be applied to the intermediate asphalt course, and shall consist of foil-backed tape, paper tape or paint meeting both State and County specifications.
- D. Temporary pavement markings shall also be applied to the final asphalt course unless otherwise directed by the Palm Beach County Engineering Department Traffic Engineering Division. All final course pavement markings shall consist of foil-backed tape. Attached are typicals for said installations.
- E. All temporary tape skip-line pavement markings shall be at least four feet (4') in length with a maximum gap of thirty-six feet (36'). A two foot (2') stripe with a maximum gap of eighteen feet (18') may be used for roadways with severe curvature, or as directed by the Palm Beach County Engineering Department Traffic Engineering Division.
- F. All painted lines size and color shall conform with M.U.T.C.D. Part III. The thickness shall not be less than 15 mil, with 6 to 6-1/4 lbs. of beads per gallon of paint. Both shall be applied uniformly. All painted lines shall be refurbished if at any time the reflectivity falls below 150 minicandales.

1.4 Barricades, Lights and Cones

- A. All barricades shall utilize high intensity sheeting.
- B. When cones are used they shall be a minimum twenty-eight inches (28") high with a six inch (6") wide white band placed a minimum of three inches (3") but not more than four inches (4") from the top of the cone. An additional four inch (4") band should be placed a minimum of two inches (2") below the six inch (6") band.
- C. Barricades and lights shall be serviced daily.

1.5 Flag Men and Vests

- A. Flag men shall be trained in the proper manner as set forth in the M.U.T.C.D. and certified as per Section 102-3.2.3 of the F.D.O.T. Standard Specifications for Road and Bridge Construction.
- B. All personnel shall wear a high visibility orange vest when working within fifteen feet (15') of the edge of the traffic way.

1.6 Flashing Arrow Boards

- A. Flashing arrow boards shall be used on any three (3) lane or larger roadway where traffic is being channelized or diverted, or as directed by the Palm Beach County Engineering Department Traffic Engineering Division.
- B. Flashing arrow boards shall conform with Section 6E-9 of the M.U.T.C.D.
- C. Solar arrow boards may be requested by the County at any time.

1.7 Traffic Signals

- A. A minimum of forty-eight (48) hour notice must be given to the Palm Beach County Engineering Department Traffic Division, prior to work requiring the realigning of traffic signals.
- B. Palm Beach County will re-align traffic signals at each location a maximum of two (2) times for each direction (N/S & E/W). Further re-alignment will be charged to the successful bidder.
- C. No material shall be disturbed within six feet (6') of a traffic pole or within the specified distance of a guy wire and anchor to a depth greater than two feet (2') as shown in Figure I, unless approved by and coordinated with Palm Beach County Traffic Operations.
- D. Contact Palm Beach County Traffic Operations, twenty-four (24) hours in advance of any excavation.
- E. Failure to comply with the above shall result in the successful bidder incurring all costs incurred as a result of damage to the traffic signal installation. These costs shall be paid forty-five (45) days from date of invoice or the following pay estimate will be withheld until payment is made, or the cost may be deducted from the pay estimate.

1.8 General

- A. The successful bidder shall keep sufficient cold patch asphalt on the job site to fill pot-holes and to perform other minor pavement maintenance as needed.
- B. All highway equipment shall have a "Slow Moving Vehicle" sign with either a flasher or a beacon operating when the equipment is operating.

1.9 Maintenance of Traffic (M.O.T) Plans

- A. M.O.T. plans are required whenever traffic is deviated from its present use (changeover) for a period longer than a daylight operation.
- B. M.O.T. plans shall be submitted to the Palm Beach County Traffic Division on paper not larger than 11" x 17", one copy.
- C. Plans shall have a north arrow, drawn by, date on which changeover is to occur, lane usage, type and location of all signs, lights, barricades, stripping, barriers, traffic signals,

all streets within the changeover area, contractor's name and twenty-four (24) hour phone number.

- D. The plan shall be approved no later than seven (7) days in advance and when a signal is involved no later than ten (10) days in advance of the desired changeover date.
- E. No changeover shall be allowed on Friday, day before a County holiday, nor during A.M. or P.M. peak.
- F. Changeovers are discouraged in signalized intersections.
- G. All M.O.T. plans shall be submitted through the Palm Beach County Engineering Department Construction Coordination Division.
- H. M.O.T. plans for total road closure shall be approved at least ten (10) days in advance. Palm Beach County Traffic Division will handle all news releases, notifying police, fire rescue, etc.
- I. In no case may the successful bidder begin Work until the M.O.T. plan has been approved in writing by Palm Beach County Traffic Engineering.
- J. Field modifications may be made with a representative of Palm Beach County Traffic Division present.
- K. Failure to comply with the above may result in a partial and/or permanent reduction in payment to the successful bidder.

END OF SECTION

WELL MAINTENANCE

PART 1 - GENERAL

1.1 Requirements

- A. The successful bidder shall rehabilitate, test and disinfect the specified production wells and perform all appurtenant Work, complete and operable, all in accordance with the requirements of the Contract Documents.
- B. The Work shall be performed by a competent crew with equipment that is adequate to complete all phases of well maintenance.
- C. If the successful bidder's equipment is not capable of satisfactorily performing the Work provided for in these specifications, the successful bidder at its own expense shall substitute equipment.
- D. The successful bidder shall obtain all necessary permits.
- F. All Work shall comply with and be completed in conformance with SFWMD Water Use Management Rules, Chapter 40E-3, F.A.C. for water wells and these specifications.
- G. All Work shall comply with and be completed in conformance with Palm Beach County Public Health Unit (PBCPHU) regulations.

1.2 Sequence of Events

- A. The successful bidder is hereby advised that this listing is representative of the Work but that the sequence of testing and maintenance operations may be altered by the Department Director or his designee, depending on the conditions encountered in the wells.
- B. General Procedures:
 - 1. The Work at each well shall consist of initial well testing, casing cleaning, and video survey.
 - 2. The Department Director or his designee shall determine the repair and maintenance operations to be performed on each well within three (3) business days after the video survey
 - 3. The successful bidder shall submit within five (5) business days a plan to perform the specified repair and maintenance procedures and the Department Director or his designee shall respond to the plan within three (3) business days.
 - 4. Following repair and maintenance, final well testing and disinfection procedures shall be carried out.

5. In general, the following listed procedures shall be performed prior to and after repair and maintenance of the well:
- a. Provide access to the wells by removing fencing on one or more sides as necessary for entry of successful bidder's equipment.
 - b. Install discharge piping and orifice plate for specific capacity, pump efficiency and sand content test. These tests shall be performed on each well.
 - c. Perform a 1/2-hour single step specific capacity test and wire to water efficiency test using the well pump and valve. Measure flow, drawdown, discharge pressure, sand production and power consumption.
 - d. Remove production pump, column pipe, and pump motor from each well. Store the pump and column pipe on blocks to avoid contact with the earth and maintenance waste fluids.
 - e. Scrape the well casing using a wire brush. Circulate casing scale, rust and other solids from the well and dispose of according to applicable regulations.
 - f. Pump at least three (3) well volumes of potable water into each well and continue pumping until a clear video image can be obtained.
 - g. Perform a down hole video survey of each well using a radical view camera which views the well both vertically and horizontally.
 - h. Perform maintenance or repair operations as directed by the County.
 - i. Maintain the well.
 - j. Re-install pump bowls, column pipe, motor and restore fencing. Set up discharge line and flow meters for specific capacity test.
 - k. Conduct a 1/2-hour step drawdown test and wire-to-water pump efficiency test and measure flow, drawdown, power consumption, discharge pressure, and sand production throughout the test.
 - l. Disinfect well and re-connect to raw water main.
 - m. Re-sod and restore the site to its original condition and appearance.

1.3 Repair and Maintenance Procedures

A. Acidization:

1. Acidize the well, if necessary, using 18 to 20 Baume hydrochloric acid.
2. Following acidization, allow the well to sit for 24 hours, then pump the spent acid to waste and neutralize before disposal.
3. Re-develop the well.

B. Chlorination:

1. Chlorinate the well, if necessary, using one (1) well volume of 500 mg/l sodium hypochlorite solution.
2. Following chlorination, allow the well to sit for 18 hours, then pump the spent chlorine solution from the well until the chlorine residual concentration in the discharge water is too low to measure.
3. Maintain the well.

1.4 Materials Delivery, Storage, and Protection

- A. All materials shall be delivered in an undamaged condition and stored to provide protection against damage.
- B. All defective or damaged materials shall be replaced with new materials at the successful bidder's expense.

1.5 Successful Bidder's Equipment

- A. The successful bidder's equipment shall be clean, well maintained, and in good operating condition when delivered to the site and during the entire operation.
 1. The equipment shall be of adequate size, strength, horsepower, and capacity for the project and of the type successfully utilized for the maintenance of similar size or larger size wells within the last two (2) years.
 2. All equipment shall be provided with safety devices as required by governmental authorities having jurisdiction.
- B. The successful bidder shall use tanks of 2,000-gallon capacity or larger as waste tanks for the neutralization of spent acids, chlorination wastes, etc. These tanks shall be used as required during development activities.

PART 2 – WELL SURGING

2.1 Well Surging Flow Capacity Testing

- A. The pumping equipment and pump setting shall be the same as used for well production.
- B. The successful bidder shall furnish an electrical depth gauge, M-scope, or equivalent capable of measuring depths to water to the nearest tenth of a foot, with sounding tube placed at the maximum depth to water anticipated.
- C. The pumping test conducted for the well shall be a 30-minute single rate specific capacity test.
- D. A minimum of twelve (12) hours are required for pump shut down and water level recovery between the well development and the pumping test.
- E. The pump shall be operated at the production rate to be determined by the County.
- F. The successful bidder shall record the time, pumping level, sand production, and discharge as accepted by the Department Director or his designee.
- G. When the pumping portion of the test is completed, the pump, equipped with a gate valve or approved equal, shall be stopped and the water level in the well allowed to recover.
- H. The successful bidder shall record the discharge rate each time the pumping water level is measured.
- I. The successful bidder shall periodically record the temperature and sand content of the discharge water.
- J. If the test is aborted or interrupted for any reason, the test shall be stopped; the water level allowed to recover until it reaches the static water level, up to a maximum of four (4) hours; and the test restarted.
- K. Upon completion of the test, the successful bidder shall verify that no sediment has accumulated in the well.
- L. Any accumulated sediment shall be removed from the well prior to disinfection.

2.2 Disinfection

- A. The successful bidder shall provide for disinfection of the well immediately after the final specific capacity test has been completed.
- B. The successful bidder shall carry out adequate cleaning procedures immediately preceding disinfection where evidence indicates that normal well maintenance work have not adequately cleaned the well.
- C. All oil, soil, and other materials which could harbor and protect bacteria from disinfectants, shall be removed from the well.

- D. Disinfection shall be performed in accordance with the requirements of ANSI/AWWA C654, except as modified herein.
- E. The method of chlorination to be used shall consist of:
 - 1. Treating the water in the well casing to provide a chlorine residual of approximately 500 mg/l;
 - 2. Circulating the chlorinated water within the well casing and pump column; and,
 - 3. Pumping the well to waste to remove chlorinated water.
- F. The quantity of chlorine compounds required to produce a chlorine residual of 500 mg/l may be calculated by multiplying the appropriate quantity shown in ANSI/AWWA C654, Appendix A, Table A.1, by the appropriate factor.
- G. A reducing agent, such as sodium bisulfite, shall be applied to the chlorinated discharge water to thoroughly neutralize the chlorine residual remaining in the water prior to disposal.
- H. The successful bidder shall make provisions for disposal of chlorinated water in accordance with applicable environmental regulations.

2.3 Disposal of Test Water

The successful bidder shall provide all pipeline and facilities for discharging pumped water from the well site.

- A. The successful bidder shall design the system so that no erosion or flooding results from the discharge.
- B. The successful bidder shall conform to all waste discharge requirements of State and local agencies, if necessary to discharge waters into the storm water management system.

2.4 Site Restoration

- A. The successful bidder shall restore all fencing to its original condition or better.
- B. The site shall be restored to its original condition or better.
- C. Damaged sod shall be replaced by sod of the same variety and bushes replaced by bushes of the same variety and size.

END OF SECTION

PUMPING TESTS

PART 1 - GENERAL

1.1 WORK INCLUDED

- A. This section covers the labor, equipment, and materials required to perform pumping tests on the wells.
- B. A five step variable rate pumping test shall be performed on each well. All equipment necessary to conduct these tests will be supplied, operated, manned, and maintained by the successful bidder.
- C. The successful bidder shall be responsible for failure of equipment and materials associated with the pumping tests, and for negligence on the part of the successful bidder. In the event of such failure or negligence which results in re-running the pumping test, the successful bidder will repeat the test at its own expense.
- D. Under no circumstances shall the test pumping create a vacuum within the well casing.

1.2 SUBMITTALS

- A. Provide certificates of calibration for flowmeters to be used for flow measurement.

PART 2 - PRODUCTS

2.1 TEST PUMP

- A. Furnish the necessary instruments and pumping equipment capable of pumping at a steady rate ranging from 500 gpm to 3,000 gpm with a throttling device and valve so that the flow rate can be adjusted.
- B. Furnish a valve, orifice plate, and manometer to control and measure discharge.
- C. Provide a pump discharge access port that will deliver 30 psi or provide a 30 psi booster pump for conducting silt density index tests.
- D. Provide and install a 1-1/4" I.D. drop tube between the pump column and casing, from the water level access fitting at the wellhead to five feet above the pump intake. The drop tube will enable the measurement of water levels without interference of the pump or pump column.
- E. Provide a manometer tube for measurement of static water levels and pumping water levels above land surface. The successful bidder shall provide a method of erecting the tube and access for water level measurement.

2.2 FLOW METER

- A. Provide a calibrated flow meter with direct measurement and totalizer. Metered flows will range from 500 to 3,000 gpm.
- B. Certification shall attest to an accuracy of 95% or greater for the range of the flow meter. Certification will be no older than 60 days.

2.3 DISCHARGE PIPING

- A. Provide all pipe, fittings, and valves required to transmit discharge water from the pump to a discharge location approved by the Engineer.

PART 3 - EXECUTION

3.1 PUMPING TESTS

- A. Pumping tests will consist of five steps to be run at rates of 600, 1200, 1800, 2400 and 3000 gpm, or at other rates determined by the County. Step duration will continue until drawdown in the production well stabilizes or a maximum of approximately two hours per step.
- B. The successful bidder shall determine the appropriate engine and valve settings for the desired pumping rate in order to achieve a constant rate as soon as possible after the start of the test.
- C. The static water level shall be measured by the successful bidder prior to the start of pumping each day.
- D. At the option of the County, a longer steady rate pumping test will be conducted by the same method as described above. Payment for pump tests will be at the hourly pumping test rate regardless of duration.
- E. Geophysical recording must occur during all pumping tests, including Borehole Geophysical Logging and Video Log.

3.2 DISCHARGE WATER DISPOSAL

- A. The successful bidder shall set up and maintain discharge piping.
- B. Discharge water shall be transmitted directly to the temporary holding pond or holding tank.
- C. The successful bidder shall be prepared to use its temporary holding tanks if additional formation water detention is required by the County.
- D. The successful bidder shall provide a booster pump if required.

END OF SECTION

PRODUCTION WELL ACIDIZATION

PART 1 - GENERAL

1.1 WORK INCLUDED

- A. Following the completion of casing installation and grouting, acidization of the production zone may be required.
- B. Furnish all labor, equipment, and materials required for acidization. Acidization will be done with the artesian head at static condition or lowered using the salt water concentrate.

1.2 SUBMITTALS

- A. Provide all chemical manufacturer information and Safety Data Sheets (SDS).
- B. Provide acid transportation manifests and load weight tickets.

PART 2 - PRODUCTS

2.1 ACID

- A. Furnish 1,000 gallons of 20 baume strength acid which is at a minimum 30% hydrochloric acid (food service grade).

2.2 SODIUM BICARBONATE

- A. Furnish sufficient sodium bicarbonate to manually distribute around the wellhead, acid hoses, valves, and truck to neutralize any acid spillage.
- B. After acidization, prepare a sodium bicarbonate solution to raise the pH of the well development water to an acceptable level for disposal.

PART 3 - EXECUTION

3.1 PROCEDURE SEQUENCE

- A. Install approximately 1,075 feet of drop tubing. The drop tubing will be attached to the wellhead assembly as depicted in the Contract Drawings.
- B. The acidization wellhead assembly will have access for drop tubing, a two-inch water injection line, a gas relief line, and a pressure gage fitting. All access ports will be valved.
- C. The wellhead will provide a tight seal up to 100 psi. Provide and install a pressure gage on the wellhead to monitor pressure.
- D. Pump acid through the drop tubing at a minimum rate of 100 gpm. The pumping method will not introduce ambient air into the well.

- E. At all times the wellhead pressure will be monitored and shall not exceed 60 psi. All equipment and materials must be approved by the County.
- F. Provide adequate water supply to pump up to 1,000 gallons of chase water, plus the drop tubing capacity. The chase water will be pumped into the well through the drop tubing at a rate of 100 gpm or as designated by the County. Chase water will be potable water with not less than 1 mg/l available chlorine.
- G. Allow the well to remain undisturbed for two (2) days. During the first day, casing pressures will be monitored continuously.
- H. If required, excess gas pressure will be bled off as needed. A gas relief pipe will be extended a minimum of 50 feet away from the work area, downwind from any potential immediate receptor.
- I. Using the drop tubing, collect a water sample for analysis after two (2) days. If required by the County, the successful bidder will pump 2,000 gallons of additional chase water into the well using the same method as paragraph C.
- J. Discharge the well to the formation water disposal system until water is clear with a pH of 6.0 or higher. Water with a pH below 6.0 will be contained in the holding pond and treated using a sodium bicarbonate solution to neutralize residual acid or be removed from the site. Treated water shall only be discharged from the formation water holding system after approval by the County.

END OF SECTION

WELL FACILITY DISINFECTION

PART 1 - GENERAL

1.1 WORK INCLUDED

- A. Provide all labor, equipment, and materials to disinfect the well, surface facilities, wellhead, and piping, complete and in accordance with the requirements of AWWA C-601.
- B. Provide all labor, equipment, and materials to perform analytical tests on the completed well. The successful bidder will subcontract an analytical laboratory to perform sampling and analytical services. The laboratory shall be certified by the State of Florida Department of Environmental Protection.

1.2 SUBMITTALS

- A. State certifications for the analytical laboratory.
- B. Provide sampling reports, completed chain of custody forms, and analytical results for all consecutive sampling events.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Free chlorine liquid or gas.
- B. Sodium hypochlorite.

PART 3 - EXECUTION

3.1 WELL FACILITY DISINFECTION

- A. Provide notice to the Department Director or his designee 48 hours in advance of treatment. Provide injection and measurement methods for approval.
- B. Post warning notices and secure the well from unauthorized access or use.
- C. All water used for treatment shall be potable water from an approved source.
- D. Mix a sufficient concentration of chlorinated water solution to maintain a 200 ppm chlorine residual throughout the well, pump, and piping facilities.
- E. Allow disinfectant to remain in the sealed system for 24 hours.

3.2 BACTERIOLOGICAL ANALYSIS

- A. Purge detectable chlorine solution from the well.
- B. Collect water samples at an approved location 48 hours after disinfection procedure. Sample collection and handling procedures shall be in accordance with state approved laboratory quality assurance plan by an experienced sampling technician.
- C. Twenty (20) consecutive samples shall be collected, with no more than two (2) samples per day.
- D. Water samples shall be analyzed by an approved independent certified laboratory in accordance with state and local regulations, and in accordance with AWWA published methods.
- E. The successful bidder shall continue to treat and conduct sample collection and analysis until an acceptable result is obtained. Any system disinfection, sample collection, or analysis required after an unsuccessful first attempt shall be conducted at the successful bidder's sole expense.

END OF SECTION

SODDING

PART I - GENERAL

1.01 REQUIREMENTS

- A. Work included: prepare finish grades for sod, deliver and install sod, maintain sod.
- B. Related Work
 - 1. Soil Preparation
 - 2. Trees, Palms, Shrubs, and Ground Cover

1.02 QUALITY ASSURANCE

- A. Standards: Federal Specification (FS) 0-F-241q(1), Fertilizer mixed, Commercial.
- B. Testing Agency: Independent Testing Laboratory.
- C. Requirements of State and Local Regulatory Agencies: Materials shall conform to the requirements established by the State Department of Agriculture.

1.03 SUBMITTALS

- A. Certificates:
 - 1. Growers Certification:
 - a. Grass species, location of field from which sod is cut, and date of cutting.
 - b. Compliance with State and Federal quarantine restrictions.
 - 2. Manufacturer's certification of fertilizer and herbicide composition and application rates.

1.04 PRODUCT DELIVERY, STORAGE, AND HANDLING

- A. Deliver sod on pallets.
- B. Protect roots from exposure to wind or sun.
- C. Protect sod against dehydration, contamination and heating during transportation and delivery
- D. Do not deliver more sod than can be installed within 24 hours
- E. Keep stored sod moist and under shade or covered with moistened burlap.
- F. Do not stack sod more than 2' deep.
- G. Do not tear, stretch, or drop sod.

1.05 JOB CONDITIONS

- A. Begin installation of sod only after proceeding related Work is accepted by the Department Director or his designee.
- B. Environmental Requirements:
 - 1. Install sod during months acceptable to common industry practice.
 - 2. Do not install sod until irrigation system can provide immediate watering of sodded areas.
- C. Protection: Erect signs and barriers against excessive pedestrian or vehicular traffic

1.06 GUARANTEE

- A. Guarantee sod for period of ninety (90) days after date of final acceptance by Palm Beach Count Water Utilities Department.
- B. Replacement sod under this guarantee shall be guaranteed for ninety (90) days after date of final acceptance by Palm Beach Count Water Utilities Department.
- C. Repair damage to other plants during sod replacement at no cost to Palm Beach Count Water Utilities Department.

PART 2 - PRODUCTS

2.01 SOD

- A. Grass Species:
 - 1. Stenotaphrum secundatum "St. Augustine – 'Floritam'".
 - 2. Paspalum notatum "Bahia Grass"
 - 3. Cynodon dactylon "Bermuda 419"
- B. American Sod Producers Association (ASPA) Grade: Nursery Grown or Approved equal.
- C. Furnished in pads of the following dimensions:
 - 1. Size:
 - a. Length: 24"
 - b. Width: 16"
 - c. Thickness: 1-1/2" excluding top growth and thatch.
 - 2. Grown in native, completely organic "muck" soil, with minimum 1-1/2" soil intact on all roots; not stretched, broken, or torn.

- D. Uniformly mowed height when harvested:
 - 1. St. Augustine: 2-1/2"
 - 2. 419 Bermuda – 1/1/2"
- E. Thatch: Maximum 1/2" uncompressed.
- F. Inspected and found free of diseases, nematodes, pests and pest larvae, by entomologist of State Department of Agriculture.
- G. Weeds: Free of torpedo grass, Bermuda grass, nut grass or any other species of plant other than that specified.
- H. Dense, well developed root systems; stems uniform in color, leaf texture and density.

2.02 WATER

- A. Free of substance harmful to plant growth; free from chemicals or minerals that stain or discolor.

2.03 FERTILIZER

- A. Provide commercial grade fertilizer uniform in composition, dry and in a free-flowing condition for application by suitable equipment, delivered in unopened bags or containers, each fully labeled and complying with Florida state fertilizer laws.
- B. LESCO INC. 12-2-14 Turf Fertilizer; 50% polymer coated, slow-release nitrogen to include minor elements (or approved equal).

2.04 HERBICIDES

- A. ROUNDUP as manufactured by Monsanto Company and approved by the State Department of Agriculture and Consumer Services and/or the Department Director or his designee.

PART 3 - EXECUTION

3.01 INSPECTION

- A. Verify topsoil placement and fine grading operations are complete. Verify all other preceding Work required is complete and accepted by the Department Director or his designee.

3.02 PREPARATION

- A. Verify finish grades are to specified elevations.
- B. Wet soil surface uniformly to a depth of 2"- 3" or until upper surface is reasonable wet and compacted, before installing sod.
- C. Roll soil with 100 lb. Roller; make two (2) passes as necessary.

3.03 INSTALLATION

- A. Locate all trees and palms (existing or newly planted) in areas to be sodded and paint a 36-inch diameter circle on the soil around the trunk of each species. Located all shrub and groundcover planting beds and paint a line along the outside limits of mulch (see planting details for additional information). Do not install sod within any painted areas.
- B. Install sod species as indicated on planting plans and these specifications within 48-hours of harvesting from field.
- C. Begin sodding berms at bottom of slopes and install parallel to contours.
- D. Lay first row of sod in straight line with long dimension of pads parallel to slope contours; continue laying sod accordingly.
- E. Butt side and end joints flush and tight. Do not allow ends to curl or break.
- F. Stagger end joints in adjacent rows. Do not stretch or overlap sod.
- G. Peg sod on slopes with a ratio of 3:1 or greater using a minimum of two stakes per square yard using 6" minimum nursery grade bamboo stakes.
- H. Sod installed adjacent to planting beds should be a minimum distance of 18" from the first row of shrubs.
- I. Cut a 36-inch diameter clean, round, saucer around each tree or palm planted in sodded areas to provide for mulch. Install a clean edge around all planting beds to provide smooth, flowing lines. Corners and angles shall be rounded. Do not injure root ball or cut sprinkler or utility lines. Rake and remove sod pieces and trimmings immediately after operations are complete.
- J. Water sod immediately after installing.
- K. Roll sod, except on pegged areas, with roller weighting not more than 100-pounds per foot of roller wither; make two passes.
- L. Water sod and soil to depth of 4 inches within four hours after rolling.

3.04 LAWN ESTABLISHMENT

- A. Watering:
 - 1. Keep soil uniformly moist for the first two weeks after planting.
 - 2. After two weeks, supplement rainfall to produce total of approximately 1-1/2" of water per week or until sod has fully acclimated.
 - 3. Monitor all newly sodded areas to insure that the irrigation system or manual watering operations are providing sufficient water to sod until acceptance by the Palm Beach County Water Utilities Department.

B. Mowing:

1. Sod shall not be mowed for a period of three (3) weeks after installation.
2. The initial mowing should remove approximately 2-inches of leaf but no more than 40% of leaf shall be removed in any single mowing.
3. The successful bidder shall maintain all newly sodded areas until final acceptance by the Palm Beach County Water Utilities Department. Sod shall be mowed based on the following:
 - a. St. Augustine: every 7 days, mow to 3-inches.

C. Re-sod areas larger than 1-square foot not having uniform stand of grass.

D. Weed Eradication: successful bidder shall be responsible to insure that all newly sodded areas are maintained in a seed-free condition until acceptance by the Palm Beach County Water Utilities Department. Apply herbicides only upon approval by the Palm Beach County Water Utilities Department.

E. The successful bidder's maintenance period shall begin immediately after sod is installed and extend until acceptance by the Palm Beach County Water Utilities Department.

3.05 FERTILIZING

- A. Apply specified fertilizer three (3) weeks after sod installation. Broadcast at rate of 1 ½ pounds of nitrogen per 1,000 square feet of sod. Water to saturate all fertilized areas immediately after installation.

3.06 CLEANING

- A. Immediately clean spills from paved and finished surface areas.
- B. Remove debris and excess materials from project site.
- C. Dispose of protective barricades and warning signs at termination of sod establishment.

3.07 FINAL INSPECTION AND ACCEPTANCE

- A. Request final inspection for acceptance when all specified Work is completed.
- B. Replace rejected sod areas as directed by the Palm Beach County Water Utilities Department.

END OF SECTION

MISCELLANEOUS METALWORK

PART 1 - GENERAL

1.1 SCOPE

- A. Furnish, fabricate and install all miscellaneous metalwork and appurtenances shown on the Contract Drawings and specified herein.

1.2 REFERENCE SPECIFICATIONS

Southern Building Code.
Aluminum Association AA-M32.
ASTM A36/A36M - Specifications for Structural Steel.
ASTM A48 - Specification for Gray Iron Castings.
ASTM A53 - Specification for Pipe, Steel, Black and Hot-Dipped Zinc-Coated Welded and Seamless.
ASTM A123 - Specification for Zinc (Hot Galvanized) Coatings on Products Fabricated from Rolled, Pressed and Forged Steel Shapes, Plates, Bars and Strips.
ASTM A153 - Specification for Zinc Coating (Hot-Dipped) on Iron and Steel Hardware.
ASTM A307 - Specification for Carbon Steel Externally Threaded Standard Fasteners.
ASTM B209 - Specification for Aluminum and Aluminum Alloy Sheet and Plate.

1.3 SUBMITTALS

- A. Shop drawings of all miscellaneous metalwork. Indicate profiles, sections, sizes, connection attachments, reinforcing, anchorage, size and type of fasteners, accessories, materials, finishes and relationship to adjoining work. Include erection drawings, elevations and details where applicable.
 - a. Indicate welding connections using standard AWS symbols. Indicate net weld lengths. Submit manufacturer's instructions for installation and connecting methods.
- B. No fabrication shall be started until shop drawings have been reviewed and approved by the County.
- C. Shop drawings shall be made in conformity with standard practice and indicate: fabrication, assembly and erection details, sizes of members, profiles, fastenings, supports and anchors, finishes, patterns, clearances, and connections to other work.

PART 2 - PRODUCTS

2.1 GENERAL REQUIREMENTS

- A. All materials shall be of the best quality and entirely suited for the particular service. Metals shall be free from defects and have structural properties to safely render the required service.
- B. Fastenings shall be non-corrosive, non-staining and concealed. Exposed welds shall be ground smooth to form a neat uniform fillet without weakening base metal. Unexposed

welds shall have all slag removed before applying shop coating.

- C. Molded, bent or shaped members shall be formed with clean, sharp rises, without dents, scratches, cracks or other defects.
- D. All anchors, bolts, shims and accessory items shall be provided as required for building into or fastening to adjacent work.
- E. All ferrous metals shall be galvanized, except as otherwise specified.
- F. Unless otherwise specified, the miscellaneous metal work shall be equal to or exceed the requirements of the following standards:

Carbon and Low Alloy Steel	ASTM Designation
Plates and Structural Fabrication	A 36, A 529, or A283 Grade C
Sheet Steel	A 570, Grade C
Bars and Rods	A 36 or A306, Grade 60
Pipe - general use	A 53 or A 120 Sch. 40 process pipe
	A 524 Grade I

Fasteners:	
Standard Strength Bolts	A 307, Grade A
High Strength Bolts	A 325
Eyebolts	A 489

Steel Coatings:	
Zinc - Electrodeposited	A 164
Hot Dipped	A 123 and A 386
Cadmium	A 165

Stainless Steel	ASTM Designation
Plate and Sheets	A 167, Type 316
Bars and Shapes	A 276, Type 316
Fasteners	A 167 and A 267, Type 316
Anchor Bolts	A 302 Minimum Yield Strength 30,000 psi.

Cast Iron	ASTM Designation
Gray	A 48, Class 30B]
Malleable	A 47
Ductile	A 536, Grade 60-40-18

Wrought Iron	ASTM Designation
Plates	A 42
Sheets	A 162
Shapes and Bars	A 207
Pipe	A 72

Bronze	ASTM Designation
Rods, Bars and Shapes	B 138, Alloy B Soft
Fasteners:	
Yellow Brass Cap Screws and Other Small Fasteners	B 16, B 36, or B 134
Silicon Bronze Bolts	B 97, B98, B 99, B124

Aluminum	ASTM Designation
Structural Shapes	B 308, Alloy 6061-T6
Castings	B 26, B 85 and B 108
Extruded Bars, Rods and Tubes	B 221 Bars-Alloy 6061, Other - Alloy 6063
Plates and Sheet	B 209 Plate-Alloy 6061, Sheets - Alloy 3003
Welding Electrodes	E-70 Series.

- G. Grout: Shrinkage-resistant, pre-mixed, factory packaged. Provide one of the following:
 - 1. Master Builders: Embecco.
 - 2. Sonneborn: Ferrolith.
 - 3. Toch Brothers: Irontox.
 - 4. W.R. Grace: Vibra-Foil.
 - 5. Sika Chemical: Kemox C.
- H. Unless otherwise shown, stainless steel metalwork shall be of Type 18-8 stainless steel and shall not be galvanized.
- I. Shop-Paint with a rust inhibitive primer in accordance with Painting Specifications provided herein. Finish Paint in accordance with Painting Specifications provided herein.
- J. Materials with more than one specification or grade listed shall conform to the specification or grade providing the highest strength and appropriate mechanical properties for the fabrication technique used.

2.2 PROTECTIVE COATING

- A. All ferrous metal, except stainless steel and galvanized surfaces, shall be properly cleaned and given one shop coat of primer compatible with the coating system specified in the Painting Specifications provided herein.
- B. Metal work, including anchors, to be encased in concrete shall be shop primed unless specified to be stainless steel or galvanized. Castings that are to be left unpainted shall be cleaned and coated with coal-tar-pitch varnish.
- C. Hot dip galvanizing or zinc coatings applied on products fabricated from rolled, pressed or forged steel shapes, plated bars and strips shall comply with ASTM A 123. Hot-dip galvanizing or zinc coatings on assembled steel shall comply with ASTM A 386. The weight of zinc coatings shall be designated in Table 1 for the class and thickness of material to be coated.
- D. Galvanized surfaces for which a shop coat of paint is specified shall be chemically treated to provide a bond for the paint. Except for bolts and nuts, galvanizing shall be done after fabrication.
- E. Aluminum to be placed adjacent to masonry or dissimilar metals shall be protected with an isolating coating of bitumastic and/or felt.

2.3 PIPE FAN GUARD

- A. Shall be fabricated of steel plate and rods as detailed on the Contract Drawings. Guards shall be hot-dipped galvanized after fabrication. Bolts for fastenings shall be stainless steel.

2.4 STRUCTURAL AND MISCELLANEOUS ALUMINUM

- A. All structural and miscellaneous aluminum shapes, bars and plates shall be alloy 6061-T6. All fasteners for aluminum shall be ASTM A 276, type 304 stainless steel.
- B. Aluminum to be placed adjacent to concrete, masonry or dissimilar metals shall be protected with one coat of bitumastic paint.

2.5 FASTENERS

- A. Bolts, screws, nuts, washers, anchors and other fasteners shall be first quality and shall conform to the material specifications named herein. All necessary bolts, anchor bolts, nuts, washers, plates and bolt sleeves shall be furnished by the successful bidder in accordance herewith.
- B. Anchor bolts shall have suitable washers and, where so required, their nuts shall be hexagonal. Stainless steel and silicon bronze bolts shall have a raised letter or symbol on the bolts indicating the manufacturer.
- C. Concrete and masonry inserts shall be drill-in type. Powder or gun-driven, fiber, and plastic inserts shall not be used unless specifically noted. Concrete inserts shall be designed to support safely the maximum load that can be imposed by the bolts used in the inserts.
- D. All bolts, anchor bolts, nuts, washers, plates and bolt sleeves shall be type 316 stainless steel unless otherwise indicated or specified. If any bolts, anchor bolts, nuts and washers are specified to be galvanized, they shall be zinc coated, after being threaded, by the hot dip process in conformity with ASTM A 123 or A 153.
- E. All dissimilar metals shall be connected with appropriate fasteners and shall be insulated with a dielectric or approved equal. Unless otherwise specified, aluminum shall be fastened with Type 316 stainless steel bolts and insulated with micarta, nylon, rubber, or approved equal.
- F. Anchor bolts shall be set accurately and be carefully held in suitable templates of approved design. Drill-in type anchors shall not be substituted for anchor bolts.
- G. Where indicated on the Contract Drawings, specified, or required, anchor bolts shall be provided with square plates at least four inches by 1/8 inch or shall have square heads and washers and be set in the concrete forms with suitable pipe sleeves, or both.

PART 3 - EXECUTION

3.1 FABRICATION

- A. All workmanship shall be first class and conform to recognized and accepted best practice. All structural materials shall be thoroughly straightened in the shop by methods that will not injure them before templates are placed on same for laying out and before any Work is done upon them. Finished members shall be absolutely straight and free from open joints and distortions of any kind. All shearings shall be neatly finished.
- B. Flame cutting may be used in the preparation of the various members provided this operation is performed by a machine specifically used for such purposes.
- C. All necessary fillets, connections, brackets, posts and other details not shown on the Contract Drawings, but necessary for the Work, shall be furnished by the Successful Bidder.
- D. Fabrication shall be by welding except where riveted construction is specifically allowed by the Specifications or by the County.

3.2 ALUMINUM

- A. Aluminum fabrication shall meet the applicable requirements of the Aluminum Construction Manual, Specifications for Aluminum Structures.

3.3 WELDING

- A. All welding shall be by the metal-arc method or the gas-shielded arc method as described in the American Welding Society's "Welding Handbook" as supplemented by other pertinent standards of the AWS. Qualifications of welders shall be in accordance with the AWS Standards governing same.
- B. In assembly and during welding, the component parts shall be adequately clamped, supported and restrained to minimize distortion and for control of dimensions. Weld reinforcement shall be as specified by the AWS Code.
- C. Upon completion of welding, all weld splatter, flux, slag and burrs shall be removed. Welds shall be repaired to produce a workmanlike appearance, with uniform weld contours and dimensions. All sharp corners of material which is to be painted or coated shall be ground to a minimum of 1/32-inch on the flat.
- D. The welding of all joints shall produce complete fusion with the parent metal and be free from deleterious metals and cracks. Machine welding shall be used insofar as practicable. Tack welding is not permitted on exposed surfaces.
- E. Finish welded joints shall be reasonably smooth and free from grooves, depressions or other irregularities. Any irregularities shall be corrected by welding or grinding. All flush welds of butt joints shall be ground smooth where exposed to view.

- F. Bronze shall be welded by either the inert gas shielded arc method or by brazing with the proper flux and filler metal.

3.4 GALVANIZING

- A. All structural steel plates, shapes, bars and fabricated assemblies required to be galvanized shall, after the steel has been thoroughly cleaned of rust and scale, be galvanized in accordance with the requirements of ASTM A123, "Specification for Zinc (Hot-Dipped Galvanized) Coatings on Iron and Steel Products".
- B. Any galvanized part that becomes warped during the galvanizing operation shall be straightened. Field repairs to galvanizing shall be made using "Galvinox" or "Galvo-Weld".
- C. Bolts, anchors, nuts and similar fasteners, after being properly cleaned, shall be galvanized in accordance with the requirements of ASTM A153 "Specification for Zinc Coating (Hot-Dip) on Iron and Steel Hardware."

3.5 INSTALLATION

- A. Erect all items plumb, properly spaced, true to line and dimension. Work not conforming to these requirements shall be removed and replaced to conform to the specifications and Contract Drawings.
- B. Installation and erection shall conform to the best practice with each item set plumb, level, true to line and securely anchored in its proper place.

END OF SECTION

MEASUREMENT AND PAYMENT

BID ITEM 1 - TRAFFIC CONTROL

Traffic control shall be at the unit price per day. Payment shall be made after submittal of the invoices for barricades, signs, flashing arrow board, traffic cones. Approved traffic plan shall be submitted with payment requests.

BID ITEM 2 - BIOLOGICAL ACTIVITY REACTION TEST (BART'S)

BART's shall be based upon the completion of the Work as a unit price including all equipment, power, materials, labor, fuel tools and incidentals necessary to complete the Work.

BID ITEM 3 - SPECIFIC CAPACITY TEST BEFORE OR AFTER MAINTENANCE

Specific capacity test with County's pump shall be based upon the completion of the Work as a unit price per each including level transducers or well sounder, certified pressure gauge and incidentals necessary to complete the Work and submittal of test report.

BID ITEM 4 - WIRE TO WATER PUMP EFFICIENCY TEST

Wire to water test shall be based upon the completion of the Work as unit price per each item including level transducers, voltage of each leg with calculation of overall system efficiency with incidentals necessary to complete the Work and transmittal of test report.

BID ITEM 5 - STEP DRAWDOWN TEST

8-hour step drawdown test shall be based upon the completion of the Work as a unit price per each item including level transducers or well sounder, strap on flow meter, contractor's well pump and generator with incidentals necessary to complete the Work and submittal of test report.

BID ITEM 6 - SILT DENSITY TESTING (PASSING ONLY, SDI (LESS THAN 3)

Silt density index (SDI) tests shall be based upon the completion of the Work as a unit price per each item including field SDI test assembly with Filter Holder, Pressure Gauge, Pressure Regulator, Ball Valve, Graduated Cylinder, Thermometer, Tubing, Filter Tweezers and SDI filters. SDI testing will strictly follow the manufacturer's test procedures. Personnel performing SDI testing shall be required to demonstrate thorough knowledge of the testing procedure and protocol and be approved by County. Payment will be made at the unit price listed in the Bid Schedule only for passing SDI's less than 3. The County may independently test well and if SDI test result is greater than 3 then the successful bidder or sub-contractor's test shall be considered as a failing test and shall be repeated without compensation.

BID ITEM 7 - REMOVE FENCING AND REINSTALL FENCING TO ORIGINAL CONDITION

Removal and reinstallation of fencing at each well site shall be based on completion of the Work at a unit price per each item, including all equipment, power, materials, labor, fuel, tools and incidentals necessary to complete the Work.

BID ITEM 8 - REMOVE SURFICIAL WELLHEAD, COLUMN PIPE AND WELL PUMP WITH MOTOR AND ACCESSORIES

Removal of surficial wellhead, column pipe and well pump with motor shall be based on completion of the Work as a unit price per each item for mobilization, performing all Work, cleanup and demobilization with crane, megger test readings before and after pump with motor removal, lock out and tag out of the well electric, disconnecting the electrical, the removal of the surficial wellhead, column pipe and the well pump with motor, stilling well and transducer, transporting items from the well to the Water Treatment Plant, securing the wellhead with temporary cover, including all equipment, power, materials, labor, fuel, tools and incidentals necessary to complete the Work.

BID ITEM 9 - REINSTALL SURFICAL WELLHEAD, COLUMN PIPE AND WELL PUMP WITH MOTOR AND ACCESSORIES

Reinstallation of surficial wellhead, column pipe and well pipe with motor will be based on completion of the Work as a unit price per each item for mobilization, performing all Work, cleanup and demobilization with crane, transportation items from the Water Treatment Plant to the well site, removing temporary well cover, reinstalling the surficial well head, column pipe and well pump with motor including level transducers and stilling wells, furnish and install new column gaskets and restraint splines for PVC Certa-Lok column pipe, furnish and install electrical splices, megger test readings before and after installing pump with motor, conduit and electrical connections and sealing conduits to prevent water from entering electrical panel, coordination of lock out and tag out, including all equipment, power, materials, labor, fuel, tools and incidentals to complete the Work.

BID ITEM 10 -COMBINED STATIC AND DYNAMIC DOWN HOLE 360 DEGREES VIDEO SURVEY WITH TRIPLICATE DVD's INCLUDING PUMP

Well video surveys including setup shall be based upon the unit price per each item for submittal of three duplicate DVD's as a single unit in accordance with the Bid Schedule and shall include all equipment, power, materials, labor, fuel, tools and incidentals necessary to complete the Work. Payment for the video survey shall constitute full compensation for video survey services, mobilization of the video logging unit, pumping of potable water with submersible pump (minimum 100 gpm) to provide a clear color video image, rigging up the necessary sheaves and blocks over the borehole, and power supplies, labor, equipment and materials necessary to obtain a clear static video log of the entire of the entire length of the well and a dynamic video of the well screens and potential casing holes during pumping. Transmittal with video shall provide annotation of findings and recommendations for maintenance.

BID ITEM 11 - PUMP MOTOR RETRIVAL

Pump motor retrieval shall be based on completion of the Work as a price item unit. The unit price listed in the Bid Schedule shall be full compensation for mobilization, performing all Work, cleanup and demobilization with crane, video camera, fishing and removal pump motor, transporting motor from the well to the Water Treatment Plant, securing the wellhead and temporary cover, including all equipment, power, materials, labor, fuel, tools and incidentals necessary to complete the Work.

BID ITEM 12 - CHEMICAL TREATMENT OF WELL WITH LIQUID ACID DESCALER

Chemical treatment of well with liquid acid descaler, and pH adjusted chlorine solution shall be full compensation to treat the bacteriological mass in the surrounding formation including mobilization, chemical injection, pumping out waste approximately 36 hours later, neutralize the waste, performing all Work, cleanup and demobilization, all equipment, power, materials, labor, fuel, tools, and incidentals necessary to complete the Work.

BID ITEM 13 - CHEMICAL TREATMENT WITH 2500 GALLONS OF 1,000 PPM CHLORINE SOLUTION AND NEUTRALIZE WASTE

Treatment of well with chlorine solution shall be full compensation to treat the bacteriological mass in the surrounding formation as a unit price per each item including mobilization, chemical injection, pumping out waste approximately 36 hours later, neutralize the waste performing all Work, cleanup and demobilization, all equipment, power, materials, labor, fuel, tools and incidentals necessary to complete the Work.

BID ITEM 14 - ACIDIZE WELL WITH 1,000 GALLONS OF 15% HCl (PUMP REMOVED)

Acidizing well with 15% Hydrochloric acid shall be full compensation including mobilization, performing all Work, cleanup and demobilization as a unit price item including all chemicals, chemical inhibitors, chemical injection, water chase to push acid into formation, pumping out waste approximately 36 hours later, neutralize and legally dispose of waste, pressure gauges, gas relief and venting equipment, Tyvek disposable suits, gloves, face shields, materials, labor, fuel, tools and incidentals necessary to complete the Work safely.

BID ITEM 15 - CARBON DIOXIDE (CO₂) INJECTION (3 - 4 TONS) INCLUDING PACKER AND GRAVEL TUBE INSTALLATION WITH GROUT SEAL

CO₂ injection well treatment shall be full compensation including mobilization, performing all Work, cleanup and demobilization as a unit price per each item including all equipment, power, materials, labor, fuel, tools and incidentals necessary to complete the Work and all modifications to accommodate CO₂ injection including but not limited to installing a packer, gravel tube and grout seal, CO₂ gas, pressure gauges, gas venting and safety equipment and all licensing fees. CO₂ injection shall be performed by trained and licensed operators. The price of CO₂ injection shall also include the cost of circulation of the debris from the well and disposal of the solids in accordance with applicable regulations.

BID ITEM 16 - CLEAN CASING AND SCREEN WITH CASING SCRAPER AND BRUSH

Cleaning of casing and screen generally follows after a video assessment showing accumulation of calcium or mineral deposits or slime on the casing and/or screen. Payment for removal of surficial wellhead, column pipe, pump and motor and videotaping are paid under separate bid items. Typically a final video is also performed to verify the casing and screen has been cleaned is paid under bid item 10. Cleaning of the casing in each well with brush or casing scraper shall be full compensation including mobilization, performing all Work, cleanup and demobilization including the assembly of the cleaning apparatus at each well with crane and all equipment, power, materials, labor, fuel, tools and incidentals necessary to complete the Work. The price of cleaning the casing shall also include the cost of circulation of the casing scale and debris from the well and disposal of the solids in accordance with applicable regulations and shall not be measured

separately if less than one cubic yard. Disposal of containerize solids in excess of one cubic yard shall be paid under bid item 33.

BID ITEM 17 -BRUSHING, SWABBING AND JETTING TO REDEVELOP WELL

Brushing, swabbing and jetting to develop well generally follows after an assessment and recommendation to redevelop an existing well or to develop a well that has not been rescreened. Project Work includes removal of surficial wellhead, column pipe, pump and motor, videotaping, circulation of the debris from the well and disposal of debris if less than one cubic yard. Disposal of containerize solids in excess of one cubic yard.

BID ITEM 18 -RIG WITH CREW

Rig with crew shall be full compensation including mobilization, performing all Work, cleanup and demobilization as a unit price per hour item including all equipment, power, materials, labor, fuel, tools and incidentals necessary to complete the Work.

BID ITEM 19 -TWO MAN CREW WITH CRANE FOR PIPE MODIFICATIONS AND SMALL PROJECTS NOT INCLUDED IN OTHER BID ITEM

Measurement and payment for two-man crew with crane for pipe modification and small projects shall be full compensation including mobilization, performing all Work, cleanup and demobilization as a unit price per hour item including all equipment, power, materials, labor, fuel, tools and incidentals necessary to complete the Work.

BID ITEM 20 -EACH ADDITIONAL CREW MEMBER

Each additional crew member shall be full compensation including mobilization, performing all Work, cleanup and demobilization as a unit price per hour item including all equipment, power, materials, labor fuel, tools and incidentals necessary to complete the Work.

BID ITEM 21- MUD WELL REMOVE EXISTING CASING WITH SCREEN, RISER AND GRAVEL PACK

Mud well, remove existing casing with screen, riser and gravel pack shall be full compensation including mobilization, performing all Work, cleanup and demobilization as a unit price per each item with all equipment including drill rig with crew, power, materials, labor, fuel, tools and incidentals necessary to complete the Work. The price of mud well, remove casing with screen, riser and gravel pack shall also include the cost of circulation of the debris from the well and disposal of the solids in accordance with applicable regulations. This bid item does not include air development.

BID ITEM 22 - FURNISH 12-INCH DIA. 316L S.S DEEP WELL SCREEN 30 TO 100 SLOT

Furnish 12-inch dia. 316L S.S. well screen shall be full compensation for furnishing and delivery to the well site on a unit price per vertical foot basis.

BID ITEM 23 -FURNISH 12-INCH DIAMETER PVC CERTALOK RISER

Furnish PVC riser, provide and deliver to the well site on a unit price per vertical foot basis.

BID ITEM 24 - INSTALL WELL SCREEN & RISER

Install well screen and riser shall be full compensation including mobilization, performing all Work, cleanup and demobilization as a unit price per each item with all equipment including drill rig or crane with crew, power, materials, labor, fuel, tools and incidentals necessary to complete the Work.

BID ITEM 25 - FURNISH AND INSTALL GRAVEL PACK

Gravel pack grain size and distribution shall be submitted for approval for each well and shall be appropriately sized for the well screen. Gravel pack shall be paid on a per cubic foot basis including installation of gravel pack with tremie tube as necessary including all equipment, power, materials, labor, fuel, tools and incidentals necessary to complete the Work. The size of the gravel pack shall be specific to each well screen slot size.

BID ITEM 26 - WELL SURGING AND FLOW TESTING BY PUMP 2000 TO 3000 GPM

Well surging and Flow testing by pump will be based on the actual number of hours of development operations. Payment will be made at the unit price listed in the Bid Schedule including all equipment, power, materials, labor, fuel, tools and incidentals necessary to complete the Work and equipment for air development and disposal of water. The price of shall also include the cost of circulation of the debris from the well and disposal of debris if less than one cubic yard. Also included are the costs of daily sand testing and silt density testing and reporting which shall not be measured or paid separately.

BID ITEM 27 - DISPOSAL OF DEVELOPMENT WATER TO LAKE OR SEWER WITH LAY-FLAT HOSE

Disposal of development water to lake or sewer with lay-flat hose shall be full compensation for furnishing and delivery to the well site on a unit price per each basis.

BID ITEM 28 - DISPOSAL OF DEVELOPMENT SOLIDS THAT NEED TO BE CONTAINERIZED AND PROPERLY DISPOSED BY SUCCESSFUL BIDDER

Disposal of solids that need to be containerized and properly disposed shall be full compensation for furnishing and delivery to the well site on a unit price per each basis.

BID ITEM 29 - FURNISHING AND INSTALLING NEW STILLING WELL 60' TO 80' DEEP

Furnish and install new 1" PVC stilling well 60' to 80' deep shall be full compensation for furnishing and delivery to the well site on a unit price per each basis.

BID ITEM 30 - FURNISH AND INSTALL 2 NEW S.S. MOTOR SAFETY CABLES AND APPURTENANCES

This item would be preceded by removal of surficial wellhead, column pipe and well pump with motor (bid item 8), and followed by reinstallation of surficial wellhead column pipe and well pump with motor (bid item 9) which are paid separately.

Two new S.S. motor safety cables and appurtenances shall be full compensation for furnishing, and delivery to the well site on a unit price per each basis including mobilization, performing all Work, welding and fastening, cleanup and demobilization as a unit price per vertical foot item with all equipment including drill rig or crane with crew, power, materials, labor, fuel, tools and incidentals necessary to complete the Work.

BID ITEM 31 - ON-SITE WELDING

Welding services shall be paid on the Contract unit price per hour of welding by Certified Welder including all labor, materials and equipment at the unit price per hour rate listed on the bid form.

Time for welding shall be measured as the actual time on the project site plus one hour for transportation time (1/2 hour each way).

BID ITEM 32 - MACHINE SHOP WELDING

Welding services shall be paid on the contract unit price per hour of welding by Certified Welder including all labor, materials and equipment at the unit price per hour rate listed on the bid form.

BID ITEM 33 - DISASSEMBLY AND INSPECTION OF PUMP IN SHOP

Disassembly of pump in shop shall be full compensation for delivery from the well site to the shop, disassembly of pump in the shop, preparing a pump report and transmitting the report to the County on a unit price per each basis. Report shall consist of well number, pump manufacturer, pump size, pump speed, serial number of pump, photographs, report detailing deficiencies and recommendation for repair with associated costs. Also included in the cost shall be delivery of the spare parts to the County or refurbished pump after pump maintenance is completed under bid item 34 which shall be paid separately.

BID ITEM 34 - PUMP MAINTENANCE IN SHOP

Pump maintenance in shop shall be full compensation for all labor and equipment used in pump repair. This item shall follow the disassembly and inspection of pump in shop which shall be paid separately (bid item 33) and shall NOT be duplicated and measured for time under this payment item. Replacement of shafts, bearings, wear rings, adapters etc shall be inclusive.

BID ITEM 35 - TRIM IMPELLER IN SHOP

Trim impeller in shop shall be full compensation on a unit price per each impeller for labor and equipment to trim impellers to the specified diameter as directed by the County.

BID ITEM 36 - MOTOR MAINTENANCE

Motor maintenance shall be full compensation for furnishing and delivery from the well site to the motor shop and for repair and or maintenance on a unit price per hour basis. Examples of Work shall include, but limited to, motor diagnostics and disassembly; if motor is acceptable for use then Work shall include, but not limited to, re-potting connections in motor or re-splicing cables.

BID ITEM 37 - DISINFECT WELL FOR HEALTH DEPARTMENT CLEARANCE

Measurement and payment for well disinfection per ANSI/AWWA C654-03 Disinfection of Wells and Florida Administrative Code 62-555 will be based upon completion of Work in accordance with these Contract Documents on a per each basis including all equipment, power, materials, labor, fuel, tools and incidentals necessary to complete the Work.

BID ITEM 38 - BACTERIOLOGICAL TESTING FOR HEALTH DEPARTMENT CLEARANCE

Bacteriological testing of wells will be based on price item unit including all equipment, power, materials, labor, fuel, tools, certified testing laboratory services and incidentals necessary to complete the Work. Bacteriological tests shall be performed once or twice a day, per well, at the specified interval to obtain a Health Department clearance and as directed by the Department Director or his designee. Sampling shall be done by certified and trained personnel and shall include both weekday and weekends. The samples shall be properly stored and an unbroken chain of custody shall be established and documented. Payments shall only be made for acceptable clearance results. The Contractor shall pay all costs associated with failed test results.

BID ITEM 39 - REPLACE EXISTING WELLHEAD WITH NEW 316 S.S. WITH 6" WELL DISCHARGE

This item would be preceded by removal of surficial wellhead, column pipe and well pump with motor (bid item 8), and followed by reinstallation of surficial wellhead, column pipe and well pump with motor (bid item 9) which are paid separately.

New 316 S.S. wellhead with elbow and appurtenances (see detail in specifications) shall be full compensation for furnishing, and delivery to the well site on a unit price per each basis including mobilization, performing all Work, welding and fastening, cleanup and demobilization as a unit price per vertical foot item with all equipment including drill rig or crane with crew, power, materials, labor, fuel, tools and incidentals necessary to complete Work. Also included in this item is 14-day notification to the Health Department prior to starting Work.

BID ITEM 40 -REPLACE EXISTING WELLHEAD WITH NEW 316 S.S. WITH 8" WELL DISCHARGE

This item would be preceded by removal of surficial wellhead, column pipe and well pump with motor (bid item 8), and followed by reinstallation of surficial wellhead, column pipe and well pump with motor (bid item 9) which are paid separately.

New 316 S.S. wellhead with elbow and appurtenances (see details in specifications) shall be full compensation for furnishing, and delivery to the well site on a unit price per each basis including mobilization, performing all Work, welding and fastening, cleanup and demobilization as a unit price per vertical foot item with all equipment including drill rig or crane with crew, power, materials, labor, fuel, tools and incidentals notification to the Health Department prior to starting Work.

BID ITEM 41 - REPLACE EXISTING WELLHEAD WITH NEW 316 S.S. WITH 10" WELL DISCHARGE

This item would be preceded by removal of surficial wellhead, column pipe and well pump with motor (bid item 8), and followed by reinstallation of surficial wellhead, column pipe and well pump with motor (bid item 9) which are paid separately.

New 316 S.S. wellhead with elbow and appurtenances (see detail in specifications) shall be full compensation for furnishing, and delivery to the well site on a unit price per each basis including mobilization, performing all Work, welding and fastening, cleanup and demobilization with all equipment including drill rig or crane with crew, power, materials, labor, fuel, tools and incidentals necessary to complete Work. Also included in this item is 14-day notification to the Health Department prior to starting Work.

BID ITEM 42 - FURNISH AND INSTALL SOD

Sod shall be full compensation for furnishing, and delivery to the well site including mobilization, installation, cleanup and demobilization as a unit price per cubic foot item with all equipment and incidentals necessary to complete Work.

END OF SECTION

AMENDMENT # 1

November 17, 2016

**PALM BEACH COUNTY WATER UTILITIES DEPARTMENT
PROCUREMENT DIVISION
8100 FOREST HILL BLVD.
WEST PALM BEACH, FLORIDA 33416**

BID #: WUD 16-001/VMG


**TITLE: SYSTEM-WIDE WELLFIELD MAINTENANCE
FOR PALM BEACH COUNTY WATER UTILITIES DEPARTMENT**

BID SUBMISSION DATE: DECEMBER 1, 2016 at 2:00 P.M.

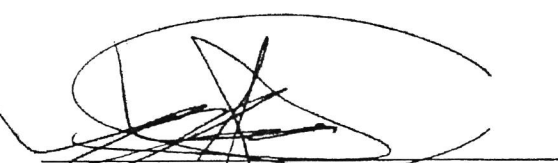
Reference Page 9, Special Conditions, #11 Qualification of Bidders, item D.;

- Delete item D in its entirety.

NOTE: This executed amendment to be returned with your Bid Response.



Vernetha M. Green, MBA, CPPB, FCPM
SUPPORT SERVICES COORDINATOR



Hassan Hadjimifly, P.E.
ASSISTANT DIRECTOR, WATER UTILITIES

Received 11/18/16 by

James M. Murphy Pres. Amps Inc.

BID RESPONSE
BID# WUD16-001/VMG

SYSTEM-WIDE WELLFIELD MAINTENANCE
FOR PALM BEACH COUNTY WATER UTILITIES DEPARTMENT

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	TOTAL OFFER
1.	Traffic Control	3	Days	\$ 0	\$ 0.00
2.	Biological Activity Reaction Tests (BART's)	300	Each	\$ 210 ⁰⁰	\$ 63,000 ⁰⁰
3.	Specific capacity test before or after maintenance	200	Each	\$ 40 ⁰⁰	\$ 8,000 ⁰⁰
4.	Wire to water pump efficiency test	200	Each	\$ 40 ⁰⁰	\$ 8,000 ⁰⁰
5.	Step drawdown test	80	Each	\$ 2,000 ⁰⁰	\$ 160,000 ⁰⁰
6.	Silt density index test (passing only, SDI less than 3)	100	Each	\$ 40 ⁰⁰	\$ 4,000 ⁰⁰
7.	Remove and reinstall fencing to original condition	15	Each	\$ 0	\$ 0.00
8.	Remove Surficial wellhead, column pipe, and well pump with motor and accessories	70	Each	\$ 850 ⁰⁰	\$ 59,500 ⁰⁰
9.	Reinstall Surficial wellhead, column pipe, and well pump with motor and accessories	70	Each	\$ 1050 ⁰⁰	\$ 73,500 ⁰⁰
10.	Combined Static and Dynamic Down hold 360 degree color video survey with triplicate DVD's including contractor pump	70	Each	\$ 2500 ⁰⁰	\$ 175,000 ⁰⁰
11.	Pump motor retrieval	60	Hour	\$ 110 ⁰⁰	\$ 6,600 ⁰⁰
12.	Chemical treatment of well with liquid acid descaler	60	Gallon	\$ 35 ⁰⁰	\$ 2,100 ⁰⁰
13.	Chemical treatment of well with 2,500 gallons of 1,000 ppm chlorine solution and neutralize waste	70	Each	\$ 750 ⁰⁰	\$ 52,500 ⁰⁰
14.	Acidize well with 1,000 gallons of 15% HCL acid (pump removed), neutralize and legally dispose of waste. Must use Time Retard Agent.	6	Each	\$ 7500 ⁰⁰	\$ 45,000 ⁰⁰
15.	CO2 Injection (3 - 4 tons) including packer and gravel tube installation with grout seal	1	Each	\$ 2500 ⁰⁰	\$ 2,500 ⁰⁰
16.	Clean casing and screen with casing scrapper and brush	30	Each	\$ 750 ⁰⁰	\$ 22,500 ⁰⁰
	SUBTOTAL - ITEMS #1 - #16				\$ 1,092,200 ⁰⁰

NAME OF COMPANY:

Aggrifor Maintenance + Performance Systems, Inc

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	TOTAL OFFER
17.	Brushing, swabbing and jetting to redevelop well	40	Each	\$ 3800 ⁰⁰	\$ 152,000 ⁰⁰
18.	Rig with Crew	15	Hour	\$ 150 ⁰⁰	\$ 2,250 ⁰⁰
19.	Two man crew with crane for pipe modifications and small projects	120	Hour	\$ 105 ⁰⁰	\$ 12,600 ⁰⁰
20.	Each Additional Crew Member	33	Hour	\$ 0	\$ 0 ⁰⁰
21.	Mud Well, remove existing with well screen, riser and gravel pack	3	Each	\$ 6900 ⁰⁰	\$ 20,700 ⁰⁰
22.	Furnish 12-inch diameter 316L S.S. well screen, 30 to 100 slot	16	Vertical Foot	\$ 276 ⁰⁰	\$ 4,416 ⁰⁰
23.	Furnish 12-inch diameter PVC Certalok riser	100	Vertical Foot	\$ 63 ⁰⁰	\$ 6,300 ⁰⁰
24.	Install well screen & riser	4	Each	\$ 4500 ⁰⁰	\$ 18,000 ⁰⁰
25.	Furnish and Install gravel pack	800	Cubic Feet	\$ 4040 ⁰⁰	\$ 32,320 ⁰⁰
26.	Well Surging & Flow Testing by pump 2,000 to 3,000 GPM	500	Hours	\$ 189 ⁰⁰	\$ 94,500 ⁰⁰
27.	Disposal of development water to lake or sewer with lay-flat hose	20	Each	\$ 150 ⁰⁰	\$ 3,000 ⁰⁰
28.	Disposal of solids that need to be containerized and properly disposed	20	Each	\$ 50 ⁰⁰	\$ 1,000 ⁰⁰
29.	Furnish and Install new stilling well 60' to 80' deep	30	Each	\$ 290 ⁰⁰	\$ 9,700 ⁰⁰
30.	Furnish and Install 2 new well S.S. motor safety cables and appurtenances	40	Each	\$ 225 ⁰⁰	\$ 9,000 ⁰⁰
31.	On-site Welding	100	Hours	\$ 95 ⁰⁰	\$ 9,500 ⁰⁰
32.	Machine Shop Welding	100	Hours	\$ 35 ⁰⁰	\$ 3,500 ⁰⁰
33.	Disassembly and inspection of pump in shop	20	Each	\$ 150 ⁰⁰	\$ 3,000 ⁰⁰
	SUBTOTAL - ITEMS #17 - #33				\$ 380,786 ⁰⁰

NAME OF COMPANY:

Aguiter Maintenance & Performance Systems, Inc (AMPS)

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	TOTAL OFFER
34.	Pump maintenance in shop	100	Hours	\$ 50 ⁰⁰	\$ 5000 ⁰⁰
35.	Trim impeller in shop	8	Each Impeller	\$ 10 ⁰⁰	\$ 80 ⁰⁰
36.	Motor maintenance	50	Hours	\$ 50 ⁰⁰	\$ 2,500 ⁰⁰
37.	Disinfect well for Health Department clearance	140	Each	\$ 300 ⁰⁰	\$ 42,000 ⁰⁰
38.	Bacteriological testing for Health Department clearance	100	Each	\$ 132 ⁰⁰	\$ 13,200 ⁰⁰
39.	Replace existing wellhead with new 316 S.S. with 6" well discharge	3	Each	\$ 4,000 ⁰⁰	\$ 12,000 ⁰⁰
40.	Replace existing wellhead with new 316 S.S. with 8" well discharge	3	Each	\$ 8,100 ⁰⁰	\$ 24,300 ⁰⁰
41.	Replace existing wellhead with new 316 S.S. with 10" well discharge	3	Each	\$ 9,000 ⁰⁰	\$ 27,000 ⁰⁰
42.	Furnish and Install Sod	10	Cubic Yards	\$ 10 ⁰⁰	\$ 100 ⁰⁰
SUBTOTAL - ITEMS #34 - #42					\$ 126,090 ⁰⁰
GRAND TOTAL OFFER (Items #1 - #42)					\$ 1,189,076 ⁰⁰

* PLEASE AFFIX SIGNATURE WHERE INDICATED

(FAILURE TO DO SO SHALL RESULT IN THE REJECTION OF YOUR BID)

By signature on this document, bidder acknowledges and agrees that its offer includes and accepts all terms, conditions, and specifications of the County's bid solicitation as originally published, without exception, change or alteration of any kind, except as may have been published by the County in official amendments prior to this date of submittal.

FIRM NAME: (Enter the entire legal name of the bidding entity)

DATE:

Aguiter Maintenance & Performance Systems, Inc

11-30-16

* SIGNATURE: James Murray Pres.

PRINT NAME:

James Murray

PRINT TITLE:

President

ADDRESS: 7146 Haverhill Rd N.

CITY / STATE: West Palm Beach, FL

ZIP CODE: 33407

TELEPHONE # (561) 494-2844

E-MAIL: ampsjlp@gmail.com

TOLL FREE # (800) 615-5572

FAX #: (561) 494-2944

APPLICABLE
LICENSE(S)
NUMBER

11310

TYPE:

Contractors Water Well

FEDERAL ID #

65007672

**QUALIFICATIONS OF BIDDERS
REFERENCES FOR SOLICITATION #WUD16-001/VMG**

Bidder shall list references in accordance with the requirements set forth in the Qualifications of Bidders.

REFERENCE NAME:	City of Pompano Beach		
ADDRESS:	301 NE 12th STREET Pompano Beach, FL 33060		
CONTACT NAME:	DONOVAN EVANS		
CONTACT INFORMATION:	PHONE: (954) 592-1580	CELL PHONE:	
	FAX:	EMAIL: DONOVAN.EVANS@COPBFL.COM	
SCOPE OF WORK:	REHABILITATIONS, WELL ELEVATIONS/Modifications, VIDEOS, Pump SALES + SERVICE, MISC. WELDING		
CONTRACT DATES:	2009 to Present		

REFERENCE NAME:	City of Boynton Beach		
ADDRESS:	100 EAST BOYNTON BEACH BLVD. BOYNTON BEACH, FL 33425		
CONTACT NAME:	PHIL TAYLOR		
CONTACT INFORMATION:	PHONE: (561) 752 6499	CELL PHONE: (561) 752 6299	
	FAX:	EMAIL: TAYLORP@BBFL.US	
SCOPE OF WORK:	REHABILITATIONS, WELL RECONSTRUCTION, WINDOWING OF WELL, VIDEOS, TANK INSPECTIONS, MAINTENANCE, Pump SALES + SERVICE, WELDING, WELLHEAD MODIFICATIONS		
CONTRACT DATES:	1998 to Present		

REFERENCE NAME:	SEACOAST Utility Authority		
ADDRESS:	4200 HOOD Rd WEST PALM BEACH, FL 33410		
CONTACT NAME:	VINCE MOLLO		
CONTACT INFORMATION:	PHONE: (561) 627-2900	CELL PHONE: (561) 537-0677	
	FAX:	EMAIL: VMollo@SUA.COM	
SCOPE OF WORK:	REHABILITATIONS, VIDEO SURVEYS, WELL RECONSTRUCTION, WELL HEAD MODIFICATIONS, Pump SALES + SERVICE, MISC WELDING		
CONTRACT DATES:	2009 to Present		

**QUALIFICATIONS OF BIDDERS
REFERENCES FOR SOLICITATION #WUD16-001/VMG**

Bidder shall list references in accordance with the requirements set forth in the Qualifications of Bidders.

REFERENCE NAME:	NORTH SPRING IMPROVEMENT DISTRICT		
ADDRESS:	9700 NW 52 ND STREET CORAL SPRINGS, FL 33076		
CONTACT NAME:	BASIL MANTEGAS		
CONTACT INFORMATION:	PHONE (954) 752-5400	CELL PHONE:	
	FAX (954) 755-7237	EMAIL:	BASILM@NSIDFL.GOV
SCOPE OF WORK:	WELL REHABILITATIONS, PUMP/METER REPAIR/REPLACEMENT, DOWNHOLE VIDEOS		
CONTRACT DATES:	2014 - PRESENT		

REFERENCE NAME:	CITY OF PALM BAY		
ADDRESS:	1105 TROUTMAN BLVD. NE PALM BAY, FL 32905		
CONTACT NAME:	BILL PETERS		
CONTACT INFORMATION:	PHONE (321) 426-5172	CELL PHONE:	
	FAX (321) 674-1828	EMAIL:	BILLPETERS@PALMBAYFLORIDA.ORG
SCOPE OF WORK:	WELL RECONSTRUCTION, REHABILITATIONS, WELDING SERVICES, ABANDONMENTS, WELLFIELD MAINTENANCE, PUMP REPAIRS		
CONTRACT DATES:	1996 - PRESENT		

REFERENCE NAME:	CITY OF SUNRISE		
ADDRESS:	10770 WEST OAKLAND BLVD ^{PARK} SUNRISE, FL 33351		
CONTACT NAME:	JIM DOLAN		
CONTACT INFORMATION:	PHONE (954) 572-2424	CELL PHONE:	
	FAX:	EMAIL:	JDOLAN@SUNRISEFL.GOV
SCOPE OF WORK:	WELLFIELD MAINTENANCE, WELDING SERVICES/FABRICATIONS, ABANDONMENTS, RECONSTRUCTION		
CONTRACT DATES:	2012 - PRESENT		

CERTIFICATION OF BUSINESS LOCATION
BID #WUD16-001/VMG

In accordance with the Palm Beach County Local Preference Ordinance, as amended, a preference may be given to: (1) bidders having a permanent place of business in Palm Beach County ("County") or (2) bidders having a permanent place of business in the Glades that are able to provide the goods and/or services to be utilized within the Glades. To receive a local preference, bidders must have a permanent place of business within the County or the Glades, as applicable, prior to the County's issuance of the solicitation. A Business Tax Receipt which is issued by the Palm Beach County Tax Collector, authorizes the bidder to provide the goods/services being solicited by the County, and will be used to verify that the bidder had a permanent place of business prior to the issuance of the solicitation. The bidder must submit this Certification of Business Location ("Certification") along with the required Business Tax Receipt at the time of bid or quote submission. The Business Tax Receipt and this Certification are the sole determinant of local preference eligibility. Errors in the completion of this Certification or failure to submit this completed Certification will cause the bidder to not receive a local preference.

In instances where the bidder is exempt by law from the requirement of obtaining a Business Tax Receipt, the bidder must: (a) provide a citation to the specific statutory exemption, and (b) provide other documentation which clearly establishes that the bidder had a permanent place of business within the County or the Glades prior to the date of issuance of the solicitation. The County hereby retains the right to contact said bidders for additional information related to this requirement after the bid/quote due date.

I. Bidder is a:

X

Local Business: A local business has a permanent place of business in Palm Beach County.

(Please indicate):

X

Headquarters located in Palm Beach County
 Permanent office or other site located in Palm Beach County
 from which a vendor will produce a substantial portion of the
 goods or services.

Glades Business: A Glades business has a permanent place of business in the Glades.

(Please indicate):

Headquarters located in the Glades
 Permanent office or other site located in the Glades from which a
 vendor will produce a substantial portion of the goods or services.

II. The attached copy of bidder's County Business Tax Receipt verifies bidder's permanent place of business.

THIS CERTIFICATION is submitted by

James Murray

as

(Name of Individual)

President

(Title/Position)

of

Agutter Maintenance & Performance Sp, Inc

(Firm Name of Bidder)

who hereby certifies that the information stated above is true and correct and that the County Business Tax Receipt is a true and correct copy of the original. Further, it is hereby acknowledged that any misrepresentation by the bidder on this Certification will be considered an unethical business practice and be grounds for sanctions against future County business with the bidder.

(Signature)

James Murray Pres

(Date)

11-30-16

DRUG-FREE WORKPLACE CERTIFICATION
BID #WUD16-001/VMG

IDENTICAL TIE BIDS/PROPOSALS - In accordance with Section 287.087, F.S., a preference shall be given to vendors submitting with their bids/proposals the following certification that they have implemented a drug-free workplace program which meets the requirements of Section 287.087; provided, however, that any preference given pursuant to Section 287.087, shall be made in conformity with the requirements pursuant to the Palm Beach County Code, Chapter 2, Article III, Sections 2-80.21 thru 2-80.34. In the event tie bids are received from vendors who have not submitted with their bids/proposals a completed Drug-Free Workplace Certification form, the award will be made in accordance with Palm Beach County's purchasing procedures pertaining to tie bids.

This Drug-Free Workplace Certification form must be executed and returned with the attached bid/proposal, and received on or before the published bid submission time to be considered. The failure to execute and/or return this certification shall not cause any bid/proposal to be deemed non-responsive.

Whenever two (2) or more bids/proposals which are equal with respect to price, quality, and service are received by Palm Beach County for the procurement of commodities or contractual services, a bid/proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

- (1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- (2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- (3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in number (1).
- (4) In the statement specified in number (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893, Florida Statutes, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- (5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
- (6) Make a good faith effort to continue to maintain a drug-free workplace through implementation Section 287.087, Florida Statutes.

THIS CERTIFICATION is submitted by

James Murray
 (Individual's Name)

PRESIDENT
 (Title/Position with Company/Vendor)

of Agiter Maintenance + Performance Sys, Inc
 (Name of Company/Vendor)

who does hereby certify that said Company/Vendor has implemented a drug-free workplace program which meets the requirements of Section 287.087, Florida Statutes, which are identified in numbers (1) through (6) above.

Signature

Date

NON-DISCRIMINATION POLICY
BID #WUD16-001/VMG

Pursuant to Palm Beach County Resolution R-2014-1421, as may be amended, it is the policy of the Board of County Commissioners of Palm Beach County that Palm Beach County shall not conduct business with nor appropriate any funds for any organization that practices discrimination on the basis of race, color, national origin, religion, ancestry, sex, age, familial status, marital status, sexual orientation, gender identity and expression, disability, or genetic information.

All bidders doing business with Palm Beach County are required to submit a copy of its non-discrimination policy which shall be consistent with the policy of Palm Beach County stated above, **prior** to entering into any contract with Palm Beach County. In the event a bidder does not have a written non-discrimination policy, such bidder shall be required to check the applicable statement and sign below affirming that their non-discrimination policy is in conformance with Palm Beach County's policy.

Check one:



Bidder hereby acknowledges that it **does not** have a written non-discrimination policy; however Bidder hereby **affirms by signing below** that its non-discrimination policy is in conformance with the above.

OR



Bidder hereby attaches its non-discrimination policy which is consistent with the policy of Palm Beach County.

NOTE:

Bidder's failure to comply with the above requirements will render bidder non-responsive.

Bidder shall notify Palm Beach County in the event it no longer maintains a non-discrimination policy that is in conformance with Palm Beach County's policy set forth above. Failure to maintain said non-discrimination policy shall be considered a default of contract.

BIDDER:

Agutter Maintenance & Performance Systems, Inc.
Company Name

James Murray Pres
Signature

James Murray
Name (type or print)

President
Title

SCHEDULE 1
LIST OF PROPOSED SBE-M/WBE PRIME AND/OR SUBCONTRACTOR PARTICIPATION

PROJECT NAME OR BID NAME: System-Wide Wellfield Maint. PROJECT NO. OR BID NO.: # WUD 16-001/VMG
 NAME OF PRIME BIDDER: AQUIFER MAINTENANCE + PERFORMANCE SYSTEMS ADDRESS: 7146 HAYVERHILL RD N WPB, FL 33407
 CONTACT PERSON: JAMES MURRAY PHONE NO.: (561) 494-2844 FAX NO.: (561) 494-2944
 BID OPENING DATE: 12/01/2016 USER DEPARTMENT: _____

THIS DOCUMENT IS TO BE COMPLETED BY THE PRIME CONTRACTOR AND SUBMITTED WITH BID PACKET. PLEASE LIST THE NAME, CONTACT INFORMATION AND DOLLAR AMOUNT AND/OR PERCENTAGE OF WORK TO BE COMPLETED BY ALL SBE-M/WBE SUBCONTRACTORS ON THIS PROJECT. IF THE PRIME IS AN SBE-M/WBE, PLEASE ALSO LIST THE NAME, CONTACT INFORMATION AND DOLLAR AMOUNT AND/OR PERCENTAGE OF WORK TO BE COMPLETED BY THE PRIME ON THIS PROJECT. THE PRIME AFFIRMS THAT IT WILL MONITOR THE SBES LISTED TO ENSURE THE SBES PERFORM THE WORK WITH ITS OWN FORCES.

Name, Address and Phone Number	(Check one or both Categories)		DOLLAR AMOUNT OR PERCENTAGE OF WORK				
	M/WBE	SBE	Black	Hispanic	Women	Caucasian	Other (Please Specify) <u>SBE</u>
1. <u>Aquifer Maintenance + Performance Sys</u> <u>7146 Hayverhill Rd N WPB, FL 33407</u> <u>561 494 2844</u>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____	_____	_____	_____	<u>100%</u>
2. _____	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____	_____	_____
3. _____	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____	_____	_____
4. _____	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____	_____	_____
5. _____	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____	_____	_____

(Please use additional sheets if necessary)

Total _____

Total Bid Price \$ 1,189,076⁰⁰

Total SBE-M/WBE Participation Dollar Amount or Percentage of Work 100%

I hereby certify that the above information is accurate to the best of my knowledge

Signature _____

Title _____

Note:

1. The amount listed on this form for a subcontractor must be supported by price or percentage listed on the signed Schedule 3 or signed proposal in order to be counted toward goal attainment.
2. Firms may be certified by Palm Beach County as an SBE and/or an M/WBE. If firms are certified as both an SBE and M/WBE, please indicate the dollar amount and/or percentage under the appropriate category.
3. M/WBE information is being collected for tracking purposes only.

Revised 9/7/2011

OSBA SCHEDULE 2
LETTER OF INTENT TO PERFORM AS AN SBE-M/WBE SUBCONTRACTOR

This document must be completed by the SBE-M/WBE Subcontractor and submitted with bid packet. Specify in detail, the particular work items to be performed and the dollar amount and/or percentage for each work item. SBE credit will only be given for items which the SBE-M/WBE Subcontractor are SBE certified to perform. Failure to properly complete Schedule 2 may result in your SBE participation not being counted.

PROJECT NUMBER: WUD 16-001/VMG PROJECT NAME: SYSTEM-WIDE WELLFIELD MAINTENANCE

TO: AQUIFER MAINTENANCE + PERFORMANCE SYSTEMS, INC.

(Name of Prime Bidder)

The undersigned is certified by Palm Beach County as a - (check one or more, as applicable):

Small Business Enterprise ☒ Minority Business Enterprise ☐

Black ☐ Hispanic ☐ Women ☐ Caucasian ☐ Other (Please Specify) ☐

Date of Palm Beach County Certification: 8/7/2014

The undersigned is prepared to perform the following described work in connection with the above project. Additional Sheets May Be Used As Necessary

Line Item/ Lot No.	Item Description	Qty/Units	Unit Price	Total Price/ Percentage
<u>1-42</u>	<u>All line items in Bid # WUD 16-001/VMG</u>	<u>As</u>		<u>100%</u>

at the following price or percentage One million one hundred eighty nine thousand seven hundred and seventy six and 00/100
(Subcontractor's quote)

and will enter into a formal agreement for work with you conditioned upon your execution of a contract with Palm Beach County.

If undersigned intends to subcontract any portion of this job to a certified SBE or a non-SBE subcontractor, please list the name of the subcontractor and the amount below.

Price or Percentage 100%, Aquifer Maintenance + Performance Systems
(Name of Subcontractor)

The Prime affirms that it will monitor the SBE's listed to ensure the SBE's perform the work with its own forces. The undersigned subcontractor affirms that it has the resources necessary to perform the work listed without subcontracting to non-certified SBE or any other certified SBE subcontractors except as noted above.

The undersigned subcontractor understands that the provision of this form to Prime Bidder does not prevent Subcontractor from providing quotations to other bidders.

Aquifer Maintenance + Performance Systems
(Print name of SBE-M/WBE Subcontractor)

By: James Murray (Signature)

JAMES MURRAY PRES
(Print name/title of person executing on behalf of SBE-M/WBE Subcontractor)

Date: 8/30/14

OSBA SCHEDULE 3
SBE-M/WBE ACTIVITY FORM

SBE-M/WBE ACTIVITY FOR MONTH ENDING _____ PROJECT# WUD16-001/VMG

PROJECT NAME SYSTEM-WIDE WELLFIELD MAINTENANCE

PRIME CONTRACTOR NAME AQUIFER MAINTENANCE + PERFORMANCE SYSTEMS, INC

PROJECT SUPERVISOR DINEIL TOORIE

Schedule 3 is used to show the monthly payment activity for work performed by each SBE-M/WBE Subcontractor on the project and in conformity with the SBE-M/WBE's submitted on schedule 2. It also shows approved change orders as they impact the SBE-M/WBE Subcontractors. Schedule 3 is to be submitted by the Prime with each payment request to Palm Beach County. In the SBE-M/WBE Subcontracting Information section, list the name(s) of each SBE-M/WBE Subcontractor on the project and the total contracted amount for each SBE-M/WBE Subcontractor on the project. As the project proceeds, please complete each column under the SBE-M/WBE Subcontracting Information section accordingly. In the SBE-M/WBE Category, please check the appropriate category that represents each SBE-M/WBE Subcontractor.

SBE-M/WBE SUBCONTRACTING INFORMATION								SBE-M/WBE Category (check all applicable)						
Name of SBE-M/WBE Subcontractor	SBE-M/WBE Total Contract Amount	Approved Change Orders	Revised SBE-M/WBE Contract Amount	Amount drawn for SBE-M/WBE Sub This Period	Amount drawn for SBE-M/WBE Sub to Date	Amount Paid to Date for SBE-M/WBE Subcontractor	Actual Starting Date	Minority Business (✓)	Small Business (✓)	Black	Hispanic	Women	Caucasian	Other (Please Specify)
AQUIFER MAINTENANCE + PERFORMANCE SYSTEMS, INC									✓					

I hereby certify that the above information is true to the best of my knowledge _____
(Signature and Title)

Return to: Palm Beach County

Additional Sheets May Be Used As Necessary

NOTE: Firms may be certified as an SBE and/or an M/WBE. If firms are certified as both an SBE and M/WBE, the dollar amount will not be counted twice.

OSBA SCHEDULE 4 - SBE-M/WBE PAYMENT CERTIFICATION

The Prime Contractor is to submit Schedule 4 with its Monthly Payment Request to Palm Beach County to reflect actual payments made to the SBE-M/WBE Subcontractor. The Prime Contractor is not to request signature from an SBE-M/WBE Subcontractor unless it has made a payment to the SBE-M/WBE subcontractor. The SBE-M/WBE Subcontractor is not to complete and sign this form unless it has received a payment from the Prime Contractor for services actually performed by the SBE-M/WBE Subcontractor. A separate Schedule 4 is required for each SBE-M/WBE Subcontractor payment.

This is to certify that AQUIFER MAINTENANCE + PERFORMANCE SYSTEMS, INC. received
(SBE or M/WBE Subcontractor Name)

(Monthly) or (Final) payment of \$

On

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 from AQUIFER MAINTENANCE + PERFORMANCE SYSTEMS, INC.
(Prime Contractor Name)

For labor and/or materials used on System-Wide Wellfield Maintenance /
(Project Name) (Work Order)

DEPT.:

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 PROJECT NO.:

W	U	D	I	6	-	0	0	1	/	V	M	G							
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PRIME CONTRACTOR VENDOR CODE: AQUID0002

SBE OR M/WBE SUBCONTRACTOR VENDOR CODE: AQU10002

If the SBE Subcontractor intends to disburse any funds associated with this payment to any Subcontractor for labor and/or material provided on this project, please provide the following information:

*Subcontractor Name: AQUIFER MAINTENANCE & PERFORMANCE SYSTEMS, LLC Amount to be paid:

*Note: If the subcontractor listed in this section is an SBE or M/WBE a separate schedule 4 is required to verify payment.

By: James Murray Peters (Signature of Subcontractor) _____ (Print Name & Title of Person executing on behalf of Subcontractor)

STATE OF FLORIDA
COUNTY OF

Sworn to and subscribed before me this day of , 20

By: _____

Notary Public, State of Florida

Print, Type or Stamp Commissioned Name of Notary

Personally Known	OR Produced Identification	Type of Identification
------------------	----------------------------	------------------------

Rev. 5

Last updated: 11/18/11

IN WITNESS WHEREOF, County and Vendor have executed or have caused this Contract, with the named Exhibits attached, to be duly executed in several counterparts, each of which counterpart shall be considered an original executed copy of this Agreement.

ATTEST:
PALM BEACH COUNTY, BY ITS
BOARD OF COUNTY
COMMISSIONERS

By: _____
Deputy Clerk

By: _____
Paulette Burdick, Mayor

(SEAL)

APPROVED AS TO FORM AND TO
LEGAL SUFFICIENCY

APPROVED AS TO TERMS AND
CONDITIONS

By: _____
County Attorney

By: Jim Stiles
Director of Water Utilities

Aquifer Maintenance & Performance Systems, Inc.

By: [Signature]

Signed in the presence of:

[Signature]
Witness
Paulette Burdick
Print Name

Date: 2/8/17