

# CITY OF NAPLES, FLORIDA

## AGREEMENT

**Bid/Proposal No. 040-09**

**Contract No.** \_\_\_\_\_

**Project Name City of Naples Raw Water Supply Well Rehabilitation Project of 10 wells.**

THIS AGREEMENT (the "Agreement") is made and entered into this 2<sup>nd</sup> day of September, 2009, by and between the City of Naples, a Florida municipal corporation, (the "CITY") and **Wellmasters, Inc.**, a Florida corporation, **1635 Industrial Park Rd., Mulberry, FL 33860**, (the "CONTRACTOR").

### WITNES S:

WHEREAS, the CITY desires to obtain the services of the CONTRACTOR concerning **certain services specified in this Agreement** (referred to as the "Project"); and

WHEREAS, the CONTRACTOR has submitted a proposal for provision of those services; and

WHEREAS, the CONTRACTOR represents that it has expertise in the type of services that will be required for the Project.

NOW, THEREFORE, in consideration of the mutual covenants and provisions contained herein, the parties hereto agree as follows:

### ARTICLE ONE CONTRACTOR'S RESPONSIBILITY

1.1. The Services to be performed by CONTRACTOR are generally described as City of Naples raw water supply well rehabilitation project of 10 wells, and may be more fully described in the Scope of Services, attached as Exhibit A and made a part of this Agreement.

1.2. The CONTRACTOR agrees to obtain and maintain throughout the period of this Agreement all such licenses as are required to do business in the State of Florida, the City of Naples, and in Collier County, Florida, including, but not limited to, all licenses required by the respective state boards and other governmental agencies responsible for regulating and licensing the services to be provided and performed by the CONTRACTOR pursuant to this Agreement.

1.3. The CONTRACTOR agrees that, when the services to be provided hereunder relate to a service which, under Florida Statutes, requires a license, certificate of authorization or other form of legal entitlement to practice such services, it shall employ or retain only qualified personnel to provide such services.

1.4. CONTRACTOR agrees to employ and designate, in writing, within 5 calendar days after receiving its Notice to Proceed, or other directive from the CITY, a qualified licensed to serve as the CONTRACTOR's project manager (the "Project Manager"). The Project Manager shall be authorized and responsible to act on behalf of the CONTRACTOR with respect to directing, coordinating and administering all aspects of the services to be provided and performed under this Agreement.

1.5. The CONTRACTOR has represented to the CITY that it has expertise in the type of services that will be

required for the Project. The CONTRACTOR agrees that all services to be provided by CONTRACTOR pursuant to this Agreement shall be subject to the CITY's review and approval and shall be in accordance with the generally accepted standards of practice in the State of Florida, **as may be applied to the type of services to be rendered**, as well as in accordance with all published laws, statutes, ordinances, codes, rules, regulations and requirements of any governmental agencies which regulate or have jurisdiction over the Project or the services to be provided and performed by CONTRACTOR. In the event of any conflicts in these requirements, the CONTRACTOR shall notify the CITY of such conflict and utilize its best judgment to advise CITY regarding resolution of the conflict.

1.6. The CONTRACTOR agrees not to divulge, furnish or make available to any third person, firm or organization, without CITY's prior written consent, or unless incident to the proper performance of the CONTRACTOR's obligations hereunder, or in the course of judicial or legislative proceedings where such information has been properly subpoenaed, any non-public information concerning the services to be rendered by CONTRACTOR hereunder, and CONTRACTOR shall require all of its employees, agents, subconsultants and subcontractors to comply with the provisions of this paragraph. **However, the CONTRACTOR shall comply with the Florida Public Records laws.**

1.7 The CONTRACTOR agrees not to employ or offer to employ any Elected Officer or City Managerial Employee of the CITY who in any way deals with, coordinates on, or assists with, the services provided in this Agreement, for a period of 2 years after termination of all provisions of this Agreement. For purposes of this paragraph, the term "Elected Officer" shall mean any member of the City Council. For purposes of this paragraph, the term "City Managerial Employee" shall mean the City Manager, the Assistant City Manager, the City Clerk, and any City department head or director. If the CONTRACTOR violates the provisions of this paragraph, the CONTRACTOR shall be required to pay damages to the CITY in an amount equal to any and all compensation which is received by the former Elected Officer or City Managerial Employee of the CITY from or on behalf of the contracting person or entity, or an amount equal to the former Elected Officer's or City Managerial Employee's last 2 years of gross compensation from the CITY, whichever is greater.

1.8 The CONTRACTOR agrees not to provide services for compensation to any other party other than the CITY on the same subject matter, same project, or scope of services as set forth in this Agreement without approval from the City Council of the CITY.

1.9. Except as otherwise provided in this Agreement, the CONTRACTOR agrees not to disclose or use any information not available to members of the general public and gained by reason of the CONTRACTOR's contractual relationship with the CITY for the special gain or benefit of the CONTRACTOR or for the special gain or benefit of any other person or entity.

## **ARTICLE TWO CITY'S RESPONSIBILITIES**

2.1. The CITY shall designate in writing a project coordinator to act as the CITY's representative with respect to the services to be rendered under this Agreement (the "Project Coordinator"). The Project Coordinator shall have authority to transmit instructions, receive information, interpret and define the CITY's policies and decisions with respect to the CONTRACTOR's services for the Project. However, the Project Coordinator is not authorized to issue any verbal or written orders or instructions to the CONTRACTOR that would have the effect, or be interpreted to have the effect, of modifying or changing in any way whatever:

- (a) The scope of services to be provided and performed by the CONTRACTOR;
- (b) The time the CONTRACTOR is obligated to commence and complete all such services; or
- (c) The amount of compensation the CITY is obligated or committed to pay the CONTRACTOR.

**Any such modifications or changes ((a) (b) or (c)) shall only be made by or upon the authorization of the**

**CITY's city manager as authorized by city council in the enabling legislation or in the CITY's procurement policies.**

2.2. The Project Coordinator shall:

(a) Review and make appropriate recommendations on all requests submitted by the CONTRACTOR for payment for services and work provided and performed in accordance with this Agreement;

(b) Arrange for access to and make all provisions for the CONTRACTOR to enter the Project site to perform the services to be provided by the CONTRACTOR under this Agreement; and

(c) Provide notice to the CONTRACTOR of any deficiencies or defects discovered by the CITY with respect to the services to be rendered by the CONTRACTOR hereunder.

2.3. The CONTRACTOR acknowledges that access to the Project Site, to be arranged by the CITY for the CONTRACTOR, may be provided during times that are not the normal business hours of the CONTRACTOR.

### **ARTICLE THREE TIME**

3.1. Services to be rendered by the CONTRACTOR shall be commenced subsequent to the execution of this Agreement upon written Notice to Proceed from the CITY for all or any designated portion of the Project and shall be performed and completed by *January 1, 2010*. Time is of the essence with respect to the performance of this Agreement.

3.2. Should the CONTRACTOR be obstructed or delayed in the prosecution or completion of its services as a result of unforeseeable causes beyond the control of the CONTRACTOR, and not due to its own fault or neglect, including but not restricted to acts of God or of public enemy, acts of government or of the CITY, fires, floods, epidemics, quarantine regulations, strikes or lock-outs, then the CONTRACTOR shall notify the CITY in writing within 5 working days after commencement of such delay, stating the cause or causes thereof, or be deemed to have waived any right which the CONTRACTOR may have had to request a time extension.

3.3. No interruption, interference, inefficiency, suspension or delay in the commencement or progress of the CONTRACTOR's services from any cause whatsoever, including those for which the CITY may be responsible in whole or in part, shall relieve the CONTRACTOR of its duty to perform or give rise to any right to damages or additional compensation from the CITY. The CONTRACTOR's sole remedy against the CITY will be the right to seek an extension of time to its schedule. This paragraph shall expressly apply to claims for early completion, as well as claims based on late completion.

3.4. Should the CONTRACTOR fail to commence, provide, perform or complete any of the services to be provided hereunder in a timely and reasonable manner, in addition to any other rights or remedies available to the CITY hereunder, the CITY at its sole discretion and option may withhold any and all payments due and owing to the CONTRACTOR until such time as the CONTRACTOR resumes performance of its obligations hereunder in such a manner so as to reasonably establish to the CITY's satisfaction that the CONTRACTOR's performance is or will shortly be back on schedule.

### **ARTICLE FOUR COMPENSATION**

4.1. The total compensation to be paid the CONTRACTOR by the CITY for all Services shall not exceed **\$158,037.00** and shall be paid in the manner set forth in the "Basis of Compensation", which is attached as **Exhibit B** and made a part of this Agreement.

**ARTICLE FIVE  
MAINTENANCE OF RECORDS**

5.1. The CONTRACTOR will keep adequate records and supporting documentation which concern or reflect its services hereunder. The records and documentation will be retained by the CONTRACTOR for a minimum of five 5 years from the date of termination of this Agreement or the date the Project is completed, whichever is later. the CITY, or any duly authorized agents or representatives of the CITY, shall have the right to audit, inspect and copy all such records and documentation as often as they deem necessary during the period of this Agreement and during the 5 year period noted above; provided, however, such activity shall be conducted only during normal business hours. **If the CONTRACTOR desires to destroy records prior to the minimum period, it shall first obtain permission from the CITY in accordance with the Florida Public Records laws.**

**ARTICLE SIX  
INDEMNIFICATION**

6.1. The CONTRACTOR agrees to indemnify and hold harmless the City from liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the CONTRACTOR and persons employer or utilized by the CONTRACTOR in the performance of the Contract.

**ARTICLE SEVEN  
INSURANCE**

7.1. CONTRACTOR shall obtain and carry, at all times during its performance under **this Agreement**, insurance of the types and in the amounts set forth in the document titled General Insurance Requirements, which is attached as **Exhibit C and made a part of** this Agreement.

**ARTICLE EIGHT  
SERVICES BY CONTRACTOR'S OWN STAFF**

8.1. The services to be performed hereunder shall be performed by the CONTRACTOR's own staff, unless otherwise authorized in writing by the CITY. The employment of, contract with, or use of the services of any other person or firm by the CONTRACTOR, as independent contractor or otherwise, shall be subject to the prior written approval of the CITY. No provision of this Agreement shall, however, be construed as constituting an agreement between the CITY and any such other person or firm. Nor shall anything contained in this Agreement be deemed to give any such party or any third party any claim or right of action against the CITY beyond such as may otherwise exist without regard to this Agreement.

**ARTICLE NINE  
WAIVER OF CLAIMS**

9.1. The CONTRACTOR's acceptance of final payment shall constitute a full waiver of any and all claims, except for insurance company subrogation claims, by it against the CITY arising out of this Agreement or otherwise related to the Project, except those previously made in writing and identified by the CONTRACTOR as unsettled at the time of the final payment. Neither the acceptance of the CONTRACTOR's services nor payment by the CITY shall be deemed to be a waiver of any of the CITY's rights against the CONTRACTOR.

**ARTICLE TEN  
TERMINATION OR SUSPENSION**

10.1. The CONTRACTOR shall be considered in material default of this Agreement and such default will be considered cause for the CITY to terminate this Agreement, in whole or in part, as further set forth in this section, for any of the following reasons: (a) failure to begin work under the Agreement within the times specified under the

Notice(s) to Proceed, or (b) failure to properly and timely perform the services to be provided hereunder or as directed by the CITY, or (c) the bankruptcy or insolvency or a general assignment for the benefit of creditors by the CONTRACTOR or by any of the CONTRACTOR's principals, officers or directors, or (d) failure to obey laws, ordinances, regulations or other codes of conduct, or (e) failure to perform or abide by the terms or spirit of this Agreement, or (f) for any other just cause. The CITY may so terminate this Agreement, in whole or in part, by giving the CONTRACTOR at least 3 calendar days' written notice.

10.2. If, after notice of termination of this Agreement as provided for in paragraph 10.1 above, it is determined for any reason that the CONTRACTOR was not in default, or that its default was excusable, or that the CITY otherwise was not entitled to the remedy against the CONTRACTOR provided for in paragraph 10.1, then the notice of termination given pursuant to paragraph 10.1 shall be deemed to be the notice of termination provided for in paragraph 10.3 below and the CONTRACTOR's remedies against the CITY shall be the same as and limited to those afforded the CONTRACTOR under paragraph 10.3 below.

10.3. The CITY shall have the right to terminate this Agreement, in whole or in part, without cause upon 7 calendar day's written notice to the CONTRACTOR. In the event of such termination for convenience, the CONTRACTOR's recovery against the CITY shall be limited to that portion of the fee earned through the date of termination, together with any retainage withheld and any costs reasonably incurred by the CONTRACTOR that are directly attributable to the termination, but the CONTRACTOR shall not be entitled to any other or further recovery against the CITY, including, but not limited to, anticipated fees or profits on work not required to be performed.

#### **ARTICLE ELEVEN CONFLICT OF INTEREST**

11.1. The CONTRACTOR represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder. The CONTRACTOR further represents that no persons having any such interest shall be employed to perform those services.

#### **ARTICLE TWELVE MODIFICATION**

12.1. No modification or change in this Agreement shall be valid or binding upon the parties unless in writing and executed by the party or parties intended to be bound by it.

#### **ARTICLE THIRTEEN NOTICES AND ADDRESS OF RECORD**

13.1. All notices required or made pursuant to this Agreement to be given by the CONTRACTOR to the CITY shall be in writing and shall be delivered by hand or by United States Postal Service Department, first class mail service, postage prepaid, return receipt requested, addressed to the following CITY's address of record:

City of Naples  
735 Eighth Street South  
Naples, Florida 34102-3796  
Attention: **A. William Moss**, City Manager

13.2. All notices required or made pursuant to this Agreement to be given by the CITY to the CONTRACTOR shall be made in writing and shall be delivered by hand or by the United States Postal Service Department, first class mail service, postage prepaid, return receipt requested, addressed to the following CONTRACTOR's address of record:

Wellmasters, Inc.  
1635 Industrial Park Rd.  
Mulberry, FL 33860  
Attn: J.D. Sullivan, Vice President

13.3. Either party may change its address of record by written notice to the other party given in accordance with requirements of this Article.

**ARTICLE FOURTEEN  
MISCELLANEOUS**

14.1. The CONTRACTOR, in representing the CITY, shall promote the best interest of the CITY and assume towards the CITY a duty of the highest trust, confidence, and fair dealing.

14.2. No modification, waiver, suspension or termination of the Agreement or of any terms thereof shall impair the rights or liabilities of either party.

14.3. This Agreement is not assignable, in whole or in part, by the CONTRACTOR without the prior written consent of the CITY.

14.4. Waiver by either party of a breach of any provision of this Agreement shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this Agreement.

14.5. The headings of the Articles, Exhibits, Parts and Attachments as contained in this Agreement are for the purpose of convenience only and shall not be deemed to expand, limit or change the provisions in such Articles, Exhibits, Parts and Attachments.

14.6. This Agreement constitutes the entire agreement between the parties hereto and shall supersede, replace and nullify any and all prior agreements or understandings, written or oral, relating to the matter set forth herein, and any such prior agreements or understanding shall have no force or effect whatever on this Agreement.

Sec. 14. 7. The CONTRACTOR shall comply fully with all provisions of state and federal law, including without limitation all provisions of the Immigration Reform and Control Act of 1986 (“IRCA”) as amended, as well as all related immigration laws, rules, and regulations pertaining to proper employee work authorization in the United States. The CONTRACTOR shall execute the Certification of Compliance with Immigration Laws, attached hereto as **Exhibit “D”**.

**ARTICLE FIFTEEN  
APPLICABLE LAW**

15.1. Unless otherwise specified, this Agreement shall be governed by the laws, rules, and regulations of the State of Florida, and by the laws, rules and regulations of the United States when providing services funded by the United States government. Any suit or action brought by either party to this Agreement against the other party relating to or arising out of this Agreement must be brought in the appropriate Florida state court in Collier County, Florida.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement for the day and year first written above.

ATTEST:

**CITY:**

CITY OF NAPLES, FLORIDA,  
A Municipal Corporation

By: \_\_\_\_\_  
Tara A. Norman, City Clerk

By: \_\_\_\_\_  
A. William Moss, City Manager

Approved as to form  
and legal sufficiency:

By: \_\_\_\_\_  
Robert D. Pritt, City Attorney

**CONTRACTOR:**  
**Wellmasters, Inc.**  
A Florida Corporation

By: \_\_\_\_\_  
Its \_\_\_\_\_

\_\_\_\_\_  
Witness

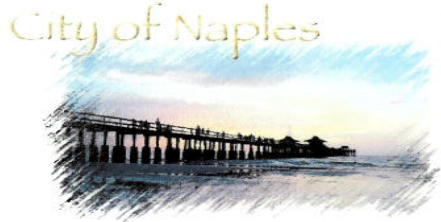
(CORPORATE SEAL)

General Contract (not Architects/Engineers)

EXHIBIT A

SCOPE OF SERVICES

The Services to be provided under this Agreement are those set out below [or in Exhibit A-1 through A-], attached and made part of this Exhibit A.



**INVITATION FOR BID**  
**CITY OF NAPLES**  
**PURCHASING DIVISION**  
**270 RIVERSIDE CIRCLE**  
**NAPLES, FL 34102**  
**PH: 239-213-7100 FX: 239-213-7105**

<b>NOTIFICATION DATE:</b> 7/1/09	<b>TITLE:</b> City of Naples Raw Water Supply Well Rehabilitation Project (10 Wells)	<b>NUMBER:</b> 040-09	<b>OPENING DATE &amp; TIME:</b> 7/29/09 2:00 pm
<b>PRE-BID DATE, TIME AND LOCATION:</b> A Mandatory Pre-Bid Meeting will be held on 7/15/09 at 9:00 am in the Purchasing Conference Room located at 270 Riverside Cr., Naples, Florida 34102			
<b>NAME OF PARTNERSHIP, CORPORATION OR INDIVIDUAL:</b> WellMasters Inc.			
<b>MAILING ADDRESS:</b> 1635 Industrial Park Rd. Mulberry FL 33860			
<b>CITY-STATE-ZIP:</b> Mulberry Florida 33860			
<b>PH:</b> 863-425-0275		<b>EMAIL:</b> KJAKACKY@gmail.com	
<b>FX:</b> 863-425-0049		<b>WEB ADDRESS:</b>	
I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies, or equipment and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the bidder. In submitting a bid to the City of Naples the bidder offers and agrees that if the bid is accepted, the bidder will convey, sell, assign or transfer to the City of Naples all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of FL for price fixing relating to the particular commodities or services purchased or acquired by the City of Naples. At the City's discretion, such assignment shall be made and become effective at the time the City tenders final payment to the bidder.			
<b>AUTHORIZED SIGNATURE</b> 	<b>DATE</b> 7/24/09	<b>PRINTED NAME/TITLE</b> J D SULLIVAN V.P.	
Please initial by all that apply			
<input checked="" type="checkbox"/> Addendum #1	<input checked="" type="checkbox"/> Addendum #2	<input type="checkbox"/> Addendum #3	<input type="checkbox"/> Addendum #4

**PLEASE NOTE THE FOLLOWING:**

- > **This page must be completed and returned with your bid.**
- > **Bids must be submitted in a sealed envelope, marked with bid number & closing date.**
- > **Bids received after the above closing date and time will not be accepted.**
- > **If you do not have an email address and you want a copy of the Bid Tab, please enclose a stamped, self-addressed envelope with your bid.**



**NON-COLLUSION AFFIDAVIT**

STATE OF Florida

COUNTY OF Polk

JD Sullivan, being first duly sworn deposes and says that:

1. He (it) is the Vice President of Operations of Wellmasters Inc., the Bidder that has submitted the attached Bid;
2. He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
3. Such Bid is genuine and is not a collusive or sham Bid;
4. Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affidavit, have in any way, colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted; or to refrain from bidding in connection with such Contract; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any Bidder, firm, or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit, or cost elements of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Contract;
5. The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any other of its agents, representatives, owners, employees or parties in interest, including this affidavit.

By [Signature]

Sworn and subscribed to before me this 24 day of July, 2009, in the State of

Florida, County of Polk.

Harvey Burton Notary Public

My Commission Expires: 3-18-11



**RETURN WITH BID**

**END OF SECTION - NON-COLLUSION AFFIDAVIT**

# Rehabilitation and Development Specifications

## PART I - GENERAL

### 1.01 DESCRIPTION

- A. The work to be performed under this Section includes the furnishing of all labor, materials, equipment, facilities and incidentals necessary to rehabilitate, develop and disinfect water supply wells in the Golden Gate wellfield owned by the City of Naples, Florida. The City intends to rehabilitate ten wells per year, and these documents are written to provide a cost for the services described. City personnel will provide access to well heads and will remove existing pumps and piping.
- B. The work also includes the furnishing of all labor, materials, equipment, and all other facilities and incidentals necessary to conduct step-drawdown tests on the water supply wells both before and after rehabilitation to gauge improvement, and in development of each well.
- C. These Specifications are intended to be a general description of the required work, but may not cover all contingencies that may occur during well testing. The Contractor shall submit a detailed plan of action as part of their bid submittal which will be a factor in the selection process. Changes or variations from the work plan shall be approved by the City of Naples or their designated representative, prior to execution.

The wells to be rehabilitated are located in the Golden Gate wellfield and are owned and operated by the City of Naples. The locations of these wells are generally shown on the attached Figure 1. The specifications for each well, are provided in Table 1. The wells are all of open hole design into the Lower Tamiami aquifer.

The general requirements of the project are to:

- 1) Acidize the wells.
- 2) Disinfect the wells.
- 3) Mechanically scrub the well casings.
- 4) Develop the wells.
- 5) Perform a video log of the wells, casing and open hole intervals to total depth both before and after rehab procedures.
- 6) Conduct a step-drawdown test on the wells both before and after rehab procedures.

## **1.02 QUALITY ASSURANCE**

### **A. Qualifications**

- 1. The Contractor shall be licensed as a water well contractor in the State of Florida employing only competent workmen for the execution of this Work, and all such Work shall be performed under the direct supervision of an experienced well driller satisfactory to the City of Naples.**

### **B. Regulatory Requirements**

- 1. The Contractor shall obtain any and all necessary permits in accordance with applicable statutes.**
- 2. The Contractor shall not perform any work until all required permits are obtained.**
- 3. The Contractor shall furnish separate copies of all permits to the City of Naples and the Engineer as the permits are received.**
- 4. All permits shall be kept on-site during construction.**

## **1.03 PROJECT SITE CONDITIONS**

- A. The wells are located at individual well sites located in East Golden Gate. The Contractor shall take all necessary precautions to prevent discharge water from undermining the foundations of the well pads and washing onto paved streets in East Golden Gate. The discharge water shall be neutralized if it has been acidized or chlorinated. Sodium thiosulfate is an approved neutralizing chemical. The site must be kept well-maintained and clean throughout the project due to the public locations.**

## **1.04 PROJECT RECORDS**

- A. During disinfection, rehabilitation, development, video logging, and step-testing of each well, the Contractor shall maintain a complete log setting forth the following:**
  - 1. The type and quantity of acid/disinfectant and method used, including duration, to disinfect/rehabilitate each well**
  - 2. The pumping rate and duration of well development and the results of turbidity and sand content testing.**
  - 3. The rates, drawdown and duration of each pumping step during the step-drawdown test to determine if well development meets criteria.**
  - 4. DVD of each well, including a vertical reference datum, date video log was taken and well number/wellfield location.**

5. Other pertinent data requested by the Engineer or Owner.

#### 1.05 HANDLING OF MATERIALS

- A. All materials shall be properly protected so that no damage or deterioration will occur during a prolonged delay from time of initial work until the project is completed.

#### 1.06 ADDITIONAL WORK

- A. At the option of the Owner, additional work may be authorized. Additional work shall be completed at prices not exceeding those listed on the Bid Form or comparable work and materials, as determined by the Owner.

#### 1.07 AWARD OF BID

- A. Award of the bid will be based on a combination of pricing, qualifications, and specific methods provided by the Contractor according to the generalized requirements in 1.01 C. and as determined by assigned City staff members.

### PART 2 - PRODUCTS

#### 2.01 ACIDS/CHEMICALS

- A. The acids or chemicals used for well disinfection and rehabilitation must be approved for such work and must be approved by the Owner prior to use. It is anticipated that hydrochloric acid and sodium hypochlorite will be used on the Golden Gate wells. The City has conducted water quality analyses to determine the type of biological activity in each well, and the general disinfection and rehabilitation methods have been based upon those results. The results of the analyses will be given to the Contractor if requested.

#### 2.02 TEST PUMPING EQUIPMENT

- A. The Contractor shall provide a test pump(s) capable of pumping at least 1,250 gpm for well development and step-drawdown testing under atmospheric conditions. The Contractor shall provide a monitoring port such that depth to water level during pumping may be measured using an electric tape or pressure transducer.
- B. The test pump and column pipe couplings shall be properly sized to allow for water level measurements as outlined in paragraph 2.02 D and 3.02 B.
- C. Contractor shall provide access and application of an appropriate and accurate measuring device for water levels.
- D. Discharge pipe (i.e., Flex hose) shall be of a diameter and length (up to 500 feet) adequate to transmit water from the well site to designated discharge point. Discharge pipe shall be in good condition and shall be free from leaks. A hose bib suitable for collecting representative water samples shall be

located on the discharge pipe upstream from the flow meter.

- E. A gate valve suitable for controlling flow through the discharge pipe shall be provided and shall be located at the well head.
- F. The Contractor shall provide a flow meter calibrated for the designed flow and pipe size and capable of accuracy of 5 percent or better. The flow meter shall be installed as specified by the manufacturer for accurate operation. The meter shall be located a minimum of 10 pipe diameters from any valve or fitting in the discharge line both up and down stream of the meter.
- G. The Contractor shall maintain records indicating water level in well, pump discharge volume, drawdown, and water temperature.

#### **2.03 VIDEO LOGGING EQUIPMENT**

- A. The video log will be made with a Dual View color video camera with 360° directional side viewing capability. It will include inspection of the casing and open hole. Two (2) copies of each video log will be provided in a CD/DVD format.

#### **2.04 WELL COVERS**

- A. Whenever work on the well is interrupted, such as during an overnight shutdown, the well opening shall be sealed with a substantial cover in accordance with the Rules of the SFWMD, Chapter 40E-3, F.A.C. and the enclosure reset. At all times during construction on the well, the Contractor shall use reasonable precautions to prevent both tampering with the well and entrance of foreign material into the well.

### **PART 3 - EXECUTION**

Though a generalized list of requirements have been included in 1.01 C. 1-6 it is left to the Contractor to devise best methods practices and procedures to rehabilitate each well according to all applicable rules and regulations. The contractor shall provide details of these practices and methods with their proposal for City review and approval of these practices and methods will be one of the determining factors in the award of bid.

In addition, these general characteristics shall be maintained.

#### **3.01 WELL DEVELOPMENT/REHABILITATION**

- A. The well casing will be mechanically scrubbed with a mild steel brush in order to remove deposits and other areas that may be conducive to bacteriological growth
- B. The Contractor shall acidize each well under pressure per industry standards to achieve maximum recovery rates while maintaining the integrity of the

well. Disinfection, also accomplished per industry standards shall be sufficient to ensure successful completion of the sampling process.

- C. After acceptable contact time, the well will be airlifted to remove any accumulated material and remaining acid residual. The discharge water will be neutralized to a pH of between 7 and 8 with sodium thiosulfate or accepted equivalent prior to any discharge.
- D. The well shall be developed by surging or interrupted over-pumping, or other methods approved by the Owner. Development shall continue in the well until the well produces less than 5 mg/l of sand and turbidity does not exceed 1.0 NTU at a pumping rate equal to the maximum step-drawdown test pump rate. Sand content shall be determined using a Rossum sand tester or approved equivalent. It is the responsibility of the Contractor to secure prior written approval from the Owner of any changes in the sand content testing method. Turbidity samples shall be collected after 5 minutes of uninterrupted pumping. Begin turbidity testing after a rest period of 5 minutes. Well development shall be deemed complete when sand content and turbidity are less than 5 mg/L sand and 1.0 NTU turbidity.
- E. The well will be video logged with the equipment described in Section 2.03 A., above.

### **3.02 STEP DRAWDOWN TESTING**

- A. To obtain data for measuring rehabilitation performance and efficiency the well will be tested both prior to rehabilitation and at completion of those efforts. The test will consist of a step-drawdown test in which the well will be pumped at 4 escalating rates based on percentages of the design flow of the well. Those percentages are 50%, 75%, 100% and 125% of design flow. Discharge rates and drawdowns shall be measured and recorded.
- B. Prior to the start of well testing, the Contractor shall install test data collection equipment. The pump and all measuring or testing equipment must be disinfected prior to being placed in the well.
  - 1. A gate valve shall be installed in the discharge pipe near the pumping well. The valve shall be in good condition and shall be capable of controlling the discharge rate of the well.
  - 2. A totalizing flow meter calibrated to read within 5% of actual discharge meter shall be installed in the discharge pipe to measure the discharge during testing. The flow meter must have been calibrated within the past 60 days from the date of the step drawdown testing. Documentation shall be presented at the time of Notice to Proceed.
- C. During testing of the well, the Contractor will record discharge rates and water levels in the well at predetermined times under the supervision of the Owner's inspector. For this purpose, the Contractor shall operate the pump without interruption, at no more than 2 percent fluctuation in the designated rate of discharge, during the full period of the step-drawdown test. If a test

is started but must be stopped due to equipment breakdown or inadequate supervision by the Contractor, no extra payment will be made for the time spent pumping before the test had to be stopped, or the time spent waiting for recovery before the test is restarted. If any part of the pumping equipment fails to operate properly or impairs the proper functioning of another element or instrument involved in the test, the equipment shall be removed and repaired at the expense of the Contractor and no extra payment will be made for the delay.

### **3.03 VIDEO LOGGING**

- A. Prior to, and upon acceptance of well disinfection and rehabilitation, the well shall be inspected using the equipment specified in Section 2.03, above, of these specifications. The camera shall be centralized within and the well shall be logged from top to bottom. The camera shall make a continuous 360 degree sweep inspecting the general condition of the casing with particular attention around joints, as well as the general condition of the open hole.**

### **3.04 PROTECTION AND SITE CLEAN-UP**

- A. At all times during the progress of the Work the Contractor shall use all reasonable precautions to prevent tampering with the well or entrance of foreign material into it.**
- B. Immediately upon completion of the wells, the Contractor shall remove all equipment, materials, and supplies from the site of the Work, remove all surplus materials and debris, fill in all holes or excavations, and regrade the site to conform to the contours of the land which existed before work started. The site shall be thoroughly cleaned and made ready for the contractors on succeeding work. Not more than one week will be allowed for this site restoration, and the Contractor shall complete all site restoration work within that time.**



# WellMasters, Inc.

## Detailed plan of action for City of Naples wellfield rehabilitations

- 1) WellMasters Inc. will perform a pre rehab step drawdown test on each well using a 6” submersible pump and motor with 6” certa-lok drop pipe set at a minimum depth of 40’. Said equipment will be powered by a tow behind generator supplied by WellMasters. Discharge piping at the surface will be a minimum of 6” diameter, equipped with a gate valve to adjust flow quickly between flow increases, recently calibrated flow meter, water sample port, Rossum sand tester port and a pressure gauge. The step test temporary wellhead will have an access port for obtaining water levels. Static water level will be obtained prior to testing. Upon startup, sand content will be observed and recorded to establish the wells initial burst of sand. After start up, sand content, gallons per minute, drawdown and pressure readings will be taken at 5 minute intervals. At each predetermined flow rate the readings will be taken in 5 minute increments until the drawdown stabilizes for 3 consecutive readings. The test will continue at each flow rate specified by the City of Naples until all criteria is satisfied and approved by City of Naples on site project supervisor.
- 2) Following the pre rehab step test, a downhole video inspection will be conducted using a dual view color camera. The well casing integrity will be inspected throughout, paying special attention to welded joints. Open hole formation, casing grout seal, bacteriological growth and sand intrusion will all be observed and recorded.
- 3) Once the pre video is complete, WellMasters, Inc. will then run 2” pipe downhole to the bottom of the well casing. An acid solution of 30 gallons hydrochloric acid (32%) mixed with 500 gallons fresh water will then be injected through the 2” pipe into the formation at various depths that will be determined by the video findings. This solution will be followed by 300 gallons of fresh water to force the solution further into the natural formation. If it is determined that the first solution hasn’t reacted as expected, a second solution of the same volume and strength will be injected. The acid solution will remain in the well for a minimum 24 hour period.
- 4) During the 24 hour period that the acid remains in the first well, WellMasters, Inc. will perform the step drawdown test, pre video inspection and acid injection on a second well.
- 5) Once the first stage of work is complete on the second well, the first well casing will be brushed using a 14”, poly neoprene casing brush specifically designed to “mechanically scrub” the well casing uniformly while simultaneously surging and agitating the well. This surging action is produced by the proper spacing of the “double brush”, the tight, uniform pattern of the bristles that will not allow water to flow freely between them and rapid raising and lowering of the brushes in the well casing. The casing brush will be attached to 2” pipe that will aid in keeping the brush straight and uniform as well as providing weight to allow the brush to lower into the rusty casing more easily. This procedure will continue until the brush moves freely up and down inside the casing.
- 6) Upon removal of the casing brush, a solution of sodium thiosulfate will be mixed and injected into the well through 2” pipe to neutralize the discharge water prior to open airlifting. The amount of sodium thiosulfate and volume of the solution will be determined on site after the ph of the well water has been tested.



7) Once it has been determined that the well water has a ph between 7 and 8, the well will then be developed/airlifted utilizing the “open airlift” method. Airlifting will continue for a minimum of 16 hours. Wells #420 and #423 will be an exception to this procedure as they are located inside buildings with sensitive electrical equipment that cannot be exposed to discharge water. Well #420 and #423 will be developed/airlifted utilizing the “reverse air” method. This will be accomplished by running 2” pipe into the open hole with a ¾” airline attached to the pipe from top to bottom. The airline is installed into the bottom of the 2” pipe so as to discharge air directly into the 2” pipe causing a vacuum. All discharge water will travel through the 2” pipe to a discharge hose located at surface and will be discharged to a suitable location on site. (During the airlifting process WellMasters will have personnel conducting pre rehab step drawdown testing, downhole video inspections and acidizations on the remaining 3 wells of the first 5 wells released for work by City of Naples).

8) After airlifting for a minimum of 16 hours, the step drawdown test equipment will be installed and a post rehab step drawdown test will be conducted. The test will be conducted using the same procedures used for pre rehab step testing as outlined in paragraph 1.

9) Upon acceptance of the post rehab step drawdown test by the City of Naples project supervisor, a post rehab downhole video inspection will be conducted.

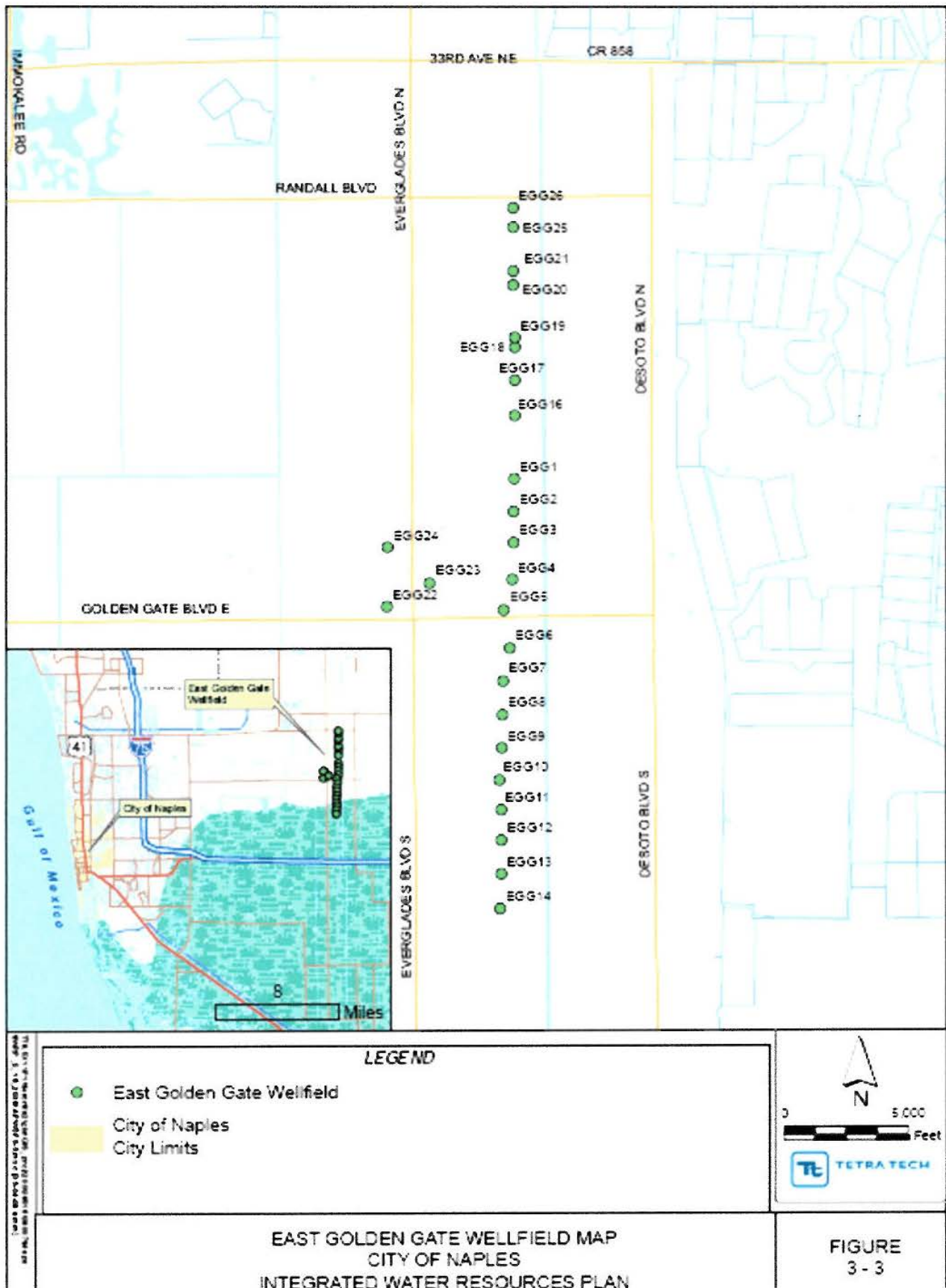
10) Upon approval of the video, WellMasters will chlorinate/disinfect the well using a solution consisting of 30 gallons of sodium hypochlorite mixed with 500 gallons of fresh water. The solution will be injected into the well through 2” pipe to ensure uniform disinfection throughout the entire well.

11) After disinfection, if the project supervisor is satisfied that all required well rehabilitation procedures were completed as outlined herein and all test results/videos show significant improvement, WellMasters, Inc. will turn the well over to the City of Naples for pump reinstallation and bacteriological testing. Significant improvement would be apparent when flow/volume (gpm) has increased, pumping levels have improved and recovery time has improved.

12) These specific procedures will be conducted at each well site until the first 5 wells have been rehabilitated to the satisfaction of City of Naples project supervisor.

13) Upon release of the second set of 5 wells, WellMasters will immediately commence work and repeat all procedures as stated in this detailed plan of action.

Note: The predetermined minimum airlift time, chemical quantities, chemical solution volumes, brushing techniques, and brush composition are based on WellMasters, Inc. previous experience and are specific to the Golden Gate wellfield. It is WellMasters estimation that this plan of action is a practical baseline to obtain maximum results while taking precautions not to damage aged casing, casing grout seals, and loose, unstable open hole formation.



**TABLE 1 GENERAL WELL CHARACTERISTICS**

Well #	Install Date (Year)	Well Case DI (")	Well Case Depth(')	Total Well Depth(')	DESIGN (gpm)	ADDRESS/ LOCATION
402	1978	14"	47.5	97	500	6TH AVE NE (C.P.)
404	1978	14"	42	85	700	2ND AVE NE (C.P.)
406	1978	14"	42	104.5	500	2ND AVE SE (C.P.)
408	1978	14"	42	133	900	6TH AVE SE (C.P.)
410	1978	14"	42	131	700	10TH AVE SE (C.P.)
413	1982	14"	40	100	700	16TH AVE SE (P.V.)
419	1986	14"	42	85	1000	18TH AVE NE (C.P.)
420	1986	14"	46	86	1000	20TH AVE NE (C.P.)
421	1986	14"	51	78	700	22ND AVE NE (C.P.)
423	1988	14"	59	75	750	EVGLD/2NDAVENE (C.P.)

END OF EXHIBIT A



EXHIBIT B

BASIS OF COMPENSATION

As consideration for providing the Services as set forth in the Agreement, the CITY agrees to pay, and the CONTRACTOR agrees to accept payment on a time and reimbursement cost basis [or other basis] as follows [or in Exhibit B-1, which is attached and made part of this Agreement]:

**Bid Schedule**

Bidder submits the following prices to perform all the work as required by the Specifications for the City of Naples Raw Water Supply Well Rehabilitation:

Item No.	Description	Estimated Quantity	Units	Unit Price	Price
<b>Schedule 1: General</b>					
1.1	Mobilization/Demobilization	1	LS	\$1500 <sup>-</sup>	\$15,000 <sup>-</sup>
1.2	General Requirements	1	LS	\$800 <sup>-</sup>	\$800 <sup>-</sup>
1.3	Indemnification		1	LS	\$5600 <sup>-</sup>
Subtotal for Schedule 1:				\$21,400 <sup>-</sup>	\$21,400 <sup>-</sup>
<b>Schedule 2: Rehabilitation/Disinfection</b>					
2.1	Acidizing (10 wells)	10	LS	\$4778 <sup>-</sup>	\$47,780 <sup>-</sup>
2.2	Disinfection (10 wells)		10	LS 2357 <sup>-</sup>	\$23,570 <sup>-</sup>
2.3	Development (10 Wells)	10	LS	\$2850 <sup>-</sup>	\$28,500 <sup>-</sup>
2.4	Video Log (10 Wells x 2)	20	LS	\$500 <sup>-</sup>	\$10,000 <sup>-</sup>
2.5	Step Testing (10 Wells x 2)	20	LS	\$900 <sup>-</sup>	\$18,000 <sup>-</sup>
Subtotal for Schedule 2:				\$9263 <sup>-20</sup>	\$106,637 <sup>-</sup>
<b>Schedule 3: Additional Services (Optional)</b>					
3.1	Acid Solution Injection (Gallon)		1	EA 8 <sup>-</sup>	\$8 <sup>-</sup>
3.2	Disinfectant Injection (Gallon)	1	EA	\$6 <sup>-</sup>	\$6 <sup>-</sup>
3.3	Well Development	1	HR	\$125 <sup>-</sup>	\$125 <sup>-</sup>
3.4	Video Logging	1	LS	\$500 <sup>-</sup>	\$500 <sup>-</sup>
3.5	Step Drawdown Testing		1	HR 190 <sup>-</sup>	\$190 <sup>-</sup>
Subtotal for Schedule 3:				\$829 <sup>-</sup>	\$829 <sup>-</sup>
<b>Total Base Bid Price for the Contract (Sum of Schedules 1 through 3):</b>					
<u>One hundred twenty eight thousand</u> <u>eight hundred sixty six dollars and <sup>00</sup>/<sub>100</sub></u> (In Words)					<u>\$128,866</u> (in Figures)

All Bid items shall include all materials, equipment, labor, permit fees, taxes, tests, miscellaneous costs of all types, overhead, and profit for the item to be complete, in place, and ready for operation in the manner contemplated by the Contract Documents.

Please check box to indicate submittal of detailed plan of action. (REQUIRED)

BID NUMBER: 040-09  
 BID OPEN DATE: 7/29/2009

## EXHIBIT C

### GENERAL INSURANCE REQUIREMENTS

The Contractor shall not commence work until he has obtained all the insurance required under this heading, and until such insurance has been approved by the CITY, nor shall the Contractor allow any subcontractor to commence work until all similar insurance required of the subcontractor has also been obtained and approved by the CITY.

Certificates of insurance must be issued by an authorized representative of the insurance company at the request and direction of the policyholder and must include sufficient information so as to identify the coverage and the contract for CITY's improvements for which they are issued. Certificates of insurance must be issued by a nationally recognized insurance company with a Best's Rating of no less than B+VII, satisfactory to the CITY, and duly licensed to do business in the state of said Contract.

The Contractor shall procure and maintain, during the life of this Contract, Workmen's Compensation Insurance for all of his employees to be engaged in work under this Contract, and he shall require any subcontractor similarly to provide Workmen's Compensation Insurance for all of the latter's employees to be engaged in such work, unless such employees are covered by the protection afforded by the Contractor's insurance. In case any employees are to be engaged in hazardous work under this Contract, and are not protected under this Workmen's Compensation statute, the Contractor shall provide, and shall cause each subcontractor to provide, adequate coverage for the protection of such employees. It is acceptable to use a State-approved Workmen's Compensation Self-Insurance fund.

The Contractor shall take out and maintain during the life of this Contract, Public Liability and Property Damage and shall include Contractual Liability, Personal Injury, Libel, Slander, False Arrest, Malicious Prosecution, Wrongful Entry or Eviction, Broad Form Property Damage, Products, Completed Operations and XCU Coverage to be included on an occurrence basis, and to the full extent of the Contract to protect him, the CITY, and any subcontractor performing work covered by this Contract from damages for personal injury, including accidental death, as well as from claims for property damage, which may arise from operations under this contract, whether such operations be by himself or by a subcontractor, or by anyone directly or indirectly employed by either of them. The Contractor shall also maintain automobile liability insurance including "non-owned and hired" coverage. The entire cost of this insurance shall be borne by the Contractor.

The amount of such insurance shall be no less than \$1,000,000 annual aggregate for bodily injury and property damage combined per occurrence.

The City of Naples and their Engineer must be named as **Additional Insured** on the insurance certificate **and the following must also be stated on the certificate.** "These coverages are primary to all other coverages the City possesses for this contract only." The City of Naples shall be named as the Certificate Holder. **The Certificate Holder shall read as follows:**

**The City of Naples  
735 Eighth Street South  
Naples, Florida 34102**

No City Division, Department, or individual name should appear on the Certificate.  
No other format will be acceptable.

Thirty (30) days cancellation notice required.

The Certificate must state the bid number and title.

When using the "Accord" form of insurance certificate, please note that under the cancellation clause, the following must be deleted: "endeavor to" and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company"

*[If other insurance or insurance requirements or any waivers, attach as Exhibit C-1 through C-\_\_ ]*

## EXHIBIT D

### CERTIFICATION OF COMPLIANCE WITH IMMIGRATION LAWS

The undersigned, is the \_\_\_\_\_ of Wellmasters, Inc. (“the CONTRACTOR”), and hereby certifies to the following:

1. The CONTRACTOR is in full compliance with all provisions of the Immigration Reform and Control Act of 1986 (“IRCA”), as well as all related immigration laws, rules, regulations pertaining to proper employee work authorization in the United States.

2. The undersigned has verified that the CONTRACTOR has obtained and maintains on file, and will continue to obtain and maintain on file, all documentation required by law, including but not limited to, Form I-9, Employment Eligibility Verification, for all persons employed by or working for the CONTRACTOR in any capacity on any project for the City of Naples (CITY). All such persons have provided evidence of identity and eligibility to work to the CONTRACTOR in accordance with the IRCA and related law. The undersigned hereby affirms that no person has been or will be employed by the CONTRACTOR to work on projects for the CITY who is not authorized to work under law. The undersigned further affirms that the CONTRACTOR’s files will be updated by written notice any time that additional employees work on projects for the CITY.

3. The CONTRACTOR will have its contractors, subcontractors, suppliers and vendors who are involved in projects for the CITY to sign a written acknowledgment that they too are in compliance with immigration law. It is understood that failure to do so could result in the CONTRACTOR being liable for any violation of the law by such third parties.

4. The CONTRACTOR will fully cooperate with and have its contractors, subcontractors, suppliers and vendors to fully cooperate with, all inquiries and investigations conducted by any governmental agency in connection with proper compliance with the laws pertaining to appropriate work authorization in the United States.

5. The undersigned, on behalf of the CONTRACTOR, acknowledges that this Certification may be relied upon by the CITY, its officers, directors, employees, and affiliates or related persons and entities.

6. If it is found that the CONTRACTOR has not complied with the laws pertaining to proper employment authorization, and any legal and administrative action ensues against the CITY, the CONTRACTOR will indemnify, defend and hold the CITY harmless along with their officers, directors, employees, and affiliated or related persons and entities.

7. The CONTRACTOR acknowledges that the CITY by their authorized representatives shall have the right, at any time, upon 24 hours notice, to examine the CONTRACTOR’s books and records to confirm that the CONTRACTOR is in compliance with the terms of this certification.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

By: \_\_\_\_\_

**ACKNOWLEDGMENT**

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

SWORN TO AND SUBSCRIBED before me this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

The Affiant, \_\_\_\_\_, is [ ] personally known to me or [ ] has produced \_\_\_\_\_ as identification, which is current or has been issued within the past five years and bears a serial number or other identifying number.

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

\_\_\_\_\_  
NOTARY PUBLIC - STATE

OF \_\_\_\_\_

Commission Number: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

(Notary Seal)