

NAME OF PARTNERSHIP, CORPORATION OR INDIVIDUAL

INVITATION TO BID

CITY OF NAPLES
PURCHASING DEPARTMENT
CITY HALL, 735 8TH STREET SOUTH
NAPLES, FL 34102
PH: 239-213-7100 FX 239-213-7105

NOTIFICATION DATE: 12/19/2012

RAW WATER SUPPLY WELL REHAB

NUMBER:

OPENING DATE & TIME

012-13

01/17/2013 2:00 PM

PRE-BID DATE, TIME, AND LOCATION:

There will be a non-mandatory Pre-bid Meeting at the utilities department, 380 Riverside Circle, Naples, FL 34102 at 10:00 AM local time on Thursday, January 3rd 2013.

| PH: EMAIL: FX: WEB ADDRESS: 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. AUTHORIZED SIGNATURE DATE PRINTED NAME / TITLE PRINTED NAME / TITLE ADDENDUM 1 ADDENDUM 2 ADDENDUM 3 ADDENDUM 4 ADDENDUM 5 | | | | | | |
|---|---|---|--|---|--|--|
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| ADDENDUM 1 ADDENDUM 2 ADDENDUM 3 ADDENDUM 4 ADDENDUM 5 | | I | | | | |
| | ADDENDUM 1 | ADDENDUM 2 | ADDENDUM | 3 | ADDENDUM 4 | ADDENDUM 5 |

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.
- > <u>If you do not have an email address</u> and you want a copy of the Bid Tab, please enclose a stamped, self-addressed envelope with your bid.

GENERAL CONDITIONS

TO INSURE ACCEPTANCE OF THE BID, PLEASE FOLLOW THESE INSTRUCTIONS. ANY AND ALL SPECIAL CONDITIONS, ATTACHED HERETO, HAVE PRECEDENCE.

- 1. **SEALED BID:** All bids must be submitted in a sealed envelope. The face of the envelope shall contain the bid name and bid number. Bids not submitted on attached bid form shall be rejected. All bids are subject to the conditions specified herein. Those which do not comply with these conditions are subject to rejection.
- **2. EXECUTION OF BID:** Bid must contain a manual signature of authorized representative in the proposal section. Bid must be typed or printed in ink. Use of erasable ink is not permitted. All corrections made by bidder to his bid must be initialed.
- **3. NO BID:** If not submitting a bid, respond by returning the Statement of No Bid and explain the reason in the spaces provided. Failure to respond 3 times in succession without justification shall be cause for removal of the supplier's name from the bid mailing list. NOTE: To qualify as a respondent, bidder must submit a "NO BID," and it must be received no later than the stated bid opening date and hour.
- **4. BID OPENING:** Shall be public, on the date and at the time specified on the bid form. It is the bidder's responsibility to assure that his bid is delivered at the proper time and place of the bid opening. Bids which for any reason are not so delivered will not be considered. Offers by telegram; telephone; or fax are not acceptable. Bid files may be examined during normal working hours.
- **5. WITHDRAWAL OF BIDS:** Withdrawal of a bid within sixty (60) days after the opening of bids is subject to suspension or debarment in accordance with Section 2-668 of the City Code for up to three years.
- **6. PRICES, TERMS and PAYMENT:** Firm Prices include all packing, handling, shipping charges and delivery to the destination shown herein. Bidder is encouraged to offer cash discount for prompt invoice payment. Terms of less than 20 days will not be considered.
- **A. TAXES:** The City of Naples does not pay Federal Excise and Sales taxes on direct purchases of tangible personal property. See exemption number on face of purchase order. This exemption does not apply to purchases of tangible personal property made by contractors who use the tangible personal property in the performance of contracts for the improvement of City-owned real property.
- **B. MISTAKES:** Bidders are expected to examine the specifications, delivery schedule, bid prices, extensions, and all instructions pertaining to supplies and services. Failure to do so will be at bidder's risk. In case of mistake in extension, the unit price will govern.
- **C. CONDITION AND PACKAGING:** It is understood and agreed that any item offered or shipped as a result of this bid shall be a new, current standard production model available at the time of this bid. All containers shall be suitable for storage or shipment, and all prices shall include standard commercial packaging.
- **D. SAFETY STANDARDS:** Unless otherwise stipulated in the bid, all manufactured items and fabricated assemblies shall comply with applicable requirements of Occupational Safety and Health Act and any standards there under.
- **E.** UNDERWRITERS' LABORATORIES: Unless otherwise stipulated in the bid, all manufactured items and fabricated assemblies shall carry U.L. approval and re-examination listing where such has been established.
- **F. PAYMENT:** Payment will be made by the buyer after the items awarded to a vendor have been received, inspected, and found to comply with award specifications, free of damage or defect and properly

invoiced. All invoices shall bear the purchase order number. Payment for partial shipments shall not be made unless specified in the bid. Failure to follow these instructions may result in delay in processing invoices for payment. In addition, the purchase order number must appear on bills of lading, packages, cases, delivery lists and correspondence.

- **7. DELIVERY:** Unless actual date of delivery is specified (or if specified delivery cannot be met), show number of days required to make delivery after receipt of purchase order in space provided. Delivery time may become a basis for making an award (see Special Conditions). Delivery shall be within the normal working hours of the user, Monday through Friday, unless otherwise specified.
- 8. MANUFACTURERS' NAMES AND APPROVED EQUIVALENTS: Any manufacturers' names, trade names, brand names, information and/or catalog numbers listed in a specification are for information and not intended to limit competition. The bidder may offer any brand for which he is an authorized representative, which meets or exceeds the specification for any item(s). If bids are based on equivalent products, indicate on the bid form the manufacturer's name and number. Bidder shall submit with his proposal, cuts, sketches, and descriptive literature, and/or complete specifications. Reference to literature submitted with a previous bid will not satisfy this provision. The bidder shall also explain in detail the reason(s) why the proposed equivalent will meet the specifications and not be considered an exception thereto. Bids which do not comply with these requirements are subject to rejection. Bids lacking any written indication of intent to quote an alternate brand will be received and considered in complete compliance with the specifications as listed on the bid form.
- **9. INTERPRETATIONS:** Any questions concerning conditions and specifications shall be directed in writing to this office for receipt no later than ten (10) days prior to the bid opening. Inquiries must reference the date of bid opening and bid number. Failure to comply with this condition will result in bidder waiving his right to dispute the bid.
- 10. CONFLICT OF INTEREST: All bid awards are subject to Section 2-973 Conflict of Interest, City of Naples Code of Ordinances, which states: "No public officer or employee shall have or hold any employment or contractual relationship with any business entity or any agency which is subject to the regulation of or is doing business with the city; nor shall an officer or employee have or hold any employment or contractual relationship that will create a continuing or frequently recurring conflict between his private interests and the performance of his public duties or that would impede the full and faithful discharge of his public duties. Any member of the city council or any city officer or employee who willfully violates this section shall be guilty of malfeasance in office or position and shall forfeit his office or position. Violation of this section with the knowledge, express or implied, of the person or corporation contracting with or making a sale to the city shall render the contract or sale voidable by the city manager or the city council."
- 11. AWARDS: As the best interest of the City may require, the right is reserved to make award(s) by individual item, group of items, all or none, or a combination thereof; to reject any and all bids or waive any minor irregularity or technicality in bids received.
- **12. ADDITIONAL QUANTITIES:** For a period not exceeding ninety (90) days from the date of acceptance of this offer by the buyer, the right is reserved to acquire additional quantities up to but not exceeding those shown on bid at the prices bid in this invitation. If additional quantities are not acceptable, the bid sheets must be noted "BID IS FOR SPECIFIED QUANTITY ONLY." (THIS PARAGRAPH DOES NOT APPLY FOR A TERM CONTRACT.)

- 13. **SERVICE AND WARRANTY:** Unless otherwise specified, the bidder shall define any warranty service and replacements that will be provided during and subsequent to this contract. Bidders must explain on an attached sheet to what extent warranty and service facilities are provided.
- **SAMPLES:** Samples of items, when called for, must be furnished free of expense, on or before bid opening time and date, and if not destroyed may, upon request, be returned at the bidder's expense. Each individual sample must be labeled with bidder's name, manufacturer's brand name and number, bid number and item reference. Request for return of samples shall be accompanied by instructions which include shipping authorization and name of carrier and must be received with your bid. If instructions are not received within this time, the commodities shall be disposed of by the City of Naples.
- **15. BID PROTEST:** The city has formal bid protest procedures that are available on request.
- **16. INSPECTION, ACCEPTANCE AND TITLE:** Inspection and acceptance will be at destination unless otherwise provided. Title and risk of loss or damage to all items shall be the responsibility of the contract supplier until accepted by the ordering agency, unless loss or damage results from negligence by the ordering
- **17. DISPUTES:** In case of any doubt or difference of opinion as to the items to be furnished hereunder, the decision of the buyer shall be final and binding on both parties.
- **18. GOVERNMENTAL RESTRICTIONS:** In the event any governmental restrictions may be imposed which would necessitate alteration of the material, quality, workmanship or performance of the items offered on this proposal prior to their delivery, it shall be the responsibility of the successful bidder to notify the buyer at once, indicating in his letter the specific regulation which required an alteration. The City reserves the right to accept any such alteration, including any price adjustments occasioned thereby, or to cancel the contract at no expense to the City.
- 19. LEGAL REQUIREMENTS: Applicable provision of all Federal, State, county and local laws, and of all ordinances, rules, and regulations shall govern development submittal and evaluation of all bids received in response hereto and shall govern any and all claims and disputes which may arise between person(s) submitting a bid response hereto and the City of Naples by and through its officers, employees and authorized representatives, or any other person, natural or otherwise; and lack of knowledge by any bidder shall not constitute a cognizable defense against the legal effect thereof.
- **20. PATENTS AND ROYALTIES:** The bidder, without exception, shall indemnify and save harmless the City of Naples and its employees from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by the City of Naples. If the bidder uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.
- **21. ADVERTISING:** In submitting a bid, bidder agrees not to use the results there from as a part of any commercial advertising.
- **22. ASSIGNMENT**: Any Purchase Order issued pursuant to this bid invitation and the monies which may become due hereunder are not assignable except with the prior written approval of the buyer.
- **23. LIABILITY:** The supplier shall hold and save the City of Naples, its officers, agents, and employees harmless from liability of any kind in the performance of this contract.

- **24. PUBLIC ENTITY CRIMES:** 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 to provide any goods or services to a public entity, 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 Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
- **25. DISCRIMINATION:** An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide goods or services to a public entity, 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 award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity.
- **26. COUNTY TAXES:** No proposal shall be accepted from and no contract will be awarded to any person, firm or corporation that is in arrears to the government of Collier County, Florida.
- **27. OFFER EXTENDED TO OTHER GOVERNMENTAL ENTITIES:** The City of Naples encourages and agrees to the successful bidder/proposer extending the pricing, terms and conditions of this solicitation or resultant contract to other governmental entities at the discretion of the successful bidder/proposer.

IF THIS BID IS FOR A TERM CONTRACT, THE FOLLOWING CONDITIONS SHALL ALSO APPLY

- **28. ELIGIBLE USERS:** All departments of the City of Naples are eligible to use this term contract. Such purchases shall be exempt from the competitive bid requirements otherwise applying to their purchases.
- **29. PRICE ADJUSTMENTS:** Any price decrease effectuated during the contract period by reason of market change shall be passed on to City of Naples. Price increases are not acceptable.
- **30. CANCELLATION:** All contract obligations shall prevail for at least one hundred eighty (180) days after effective date of contract. After that period, for the protection of both parties, this contract may be cancelled in whole or in part by either party by giving thirty (30) days prior written notice to the other party.
- **31. RENEWAL:** The City of Naples reserves the option to renew the period of this contract, or any portion thereof for up to two (2) additional periods. Renewal of the contract period shall be by mutual agreement in writing.
- **32. ABNORMAL QUANTITIES:** While it is not anticipated, should any unusual or abnormal requirements arise, the City reserves the right to solicit separate bids thereon.
- **33. FISCAL NON-FUNDING CLAUSE:** In the event sufficient funds are not budgeted for a new fiscal period, the City shall notify the contractor of such occurrence and the contract shall terminate on the last day of the current fiscal year without penalty or expense to the City.

IF THIS BID IS FOR PERFORMING A SERVICE, THE FOLLOWING CONDITIONS SHALL ALSO APPLY

- 34. ALTERNATIVE BIDS: Bidders offering service delivery methods other than those permitted by the scope of work may submit a separate envelope clearly marked "ALTERNATIVE BID". Alternative bids will be deemed non-responsive and will not be considered for award. All such responses will, however, be examined prior to award. Such examination may result in cancellation of all bids received to permit rewriting the scope of work to include the alternative method, or the alternative method may be considered for future requirements of the City of Naples.
- **35. ANTITRUST:** By entering into a contract, the contractor conveys, sells, assigns and transfers to the City of Naples all rights, titles and interest it may now have or hereafter acquire under the antitrust laws of the United States and the State of Florida that relate to the particular goods or services purchased or acquired by the City of Naples under said contract.
- **36. BIDDER INVESTIGATIONS:** Before submitting a bid, each bidder shall make all investigations and examinations necessary to ascertain all site conditions and requirements affecting the full performance of the contract and to verify any representations made by the City of Naples upon which the bidder will rely. If the bidder receives an award as a result of its bid submission, failure to have made such investigations and examinations will in no way relieve the bidder from its obligation to comply in every detail with all provisions and requirements of the contract documents, nor will a plea of ignorance of such conditions and requirements be accepted as a basis for any claim whatsoever by the contractor for additional compensation.
- **37. CERTIFICATES AND LICENSES:** The Contractor, at time of proposal, shall possess the correct occupational licenses, all professional licenses or other authorizations necessary to carry out and perform the work required by the City of Naples and Collier County for this project pursuant to all applicable Federal, State and Local Laws, Statues, Ordinances, and rules and regulations of any kind.
- 38. CHANGE IN SCOPE OF WORK: The City of Naples may order changes in the work consisting of additions, deletions or other revisions within the general scope of the contract. No claims may be made by the contractor that the scope of the project or of the contractor's services has been changed, requiring changes to the amount of compensation to the contractor or other adjustments to the contract unless such changes or adjustments have been made by written amendment to the contract signed by the City of Naples and the contractor. If the contractor believes that any particular work is not within the scope of the project, is a material change, or will otherwise require more compensation to the contractor, the contractor must immediately notify the City in writing of this belief. If the City believes that the particular work is within the scope of the contract as written, the contractor will be ordered to and shall continue with the work as changed and at the cost stated for the work within the scope.
- **39. CONTRACTOR PERSONNEL:** The City of Naples shall, throughout the life of the contract, have the right of reasonable rejection and approval of staff or subcontractors assigned to the work by the contractor. If the City reasonably rejects staff or subcontractors, the contractor must provide replacement staff or subcontractors satisfactory to the City in a timely manner and at no additional cost to the City. The day-to-day supervision and control of the contractor's employees and sub-contractors is the responsibility solely of the contractor.
- **40. COST REIMBURSEMENT:** The contractor agrees that all incidental costs, including allowances for profit and tools of the trade, must be included in the bid proposal rates. If an arrangement is made between the contractor and the City to reimburse the contractor for the cost of materials provided in the performance of the work, the contractor shall be reimbursed in the following manner: The City

shall reimburse the contractor on completion and acceptance of each assigned job, only for those materials actually used in the performance of the work that is supported by invoices issued by the suppliers of the contractor describing the quantity and cost of the materials purchased. No surcharge shall be added to the supplier's invoices or included in the contractor's invoice submitted to the City that would increase the dollar amount indicated on the supplier's invoice for the materials purchased for the assigned job.

- **41. EXCEPTIONS:** Bidders taking exception to any part or section of the solicitation shall indicate such exceptions on the bid form. Failure to indicate any exception will be interpreted as the bidder's intent to comply fully with the requirements as written. Conditional or qualified bids, unless specifically allowed, shall be subject to rejection in whole or in part.
- **42. FAILURE TO DELIVER:** In the event of the contractor to fail to deliver services in accordance with the contract terms and conditions, the City, after due oral or written notice, may procure the services from other sources and hold the contractor responsible for any resulting purchase and administrative costs. This remedy shall be in addition to any other remedies that the City may have.
- **43. FAILURE TO ENFORCE:** Failure by the City at any time to enforce the provisions of the contract shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of the contract or any part thereof or the right of the City to enforce any provision at any time in accordance with its terms.
- **44. FORCE MAJEURE:** The contractor shall not be held responsible for failure to perform the duties and responsibilities imposed by the contract due to legal strikes, fires, riots, rebellions and acts of God beyond the control of the contractor, unless otherwise specified in the contract.
- 45. INDEPENDENT CONTRACTOR: The contractor shall be legally considered an independent contractor and neither the contractor nor its employees shall, under any circumstances, be considered servants or agents of the City of Naples and the City of Naples shall be at no time legally responsible for any negligence or any wrongdoing by the contractor, its servants or agents. The City of Naples shall not withhold from the contract payments to the contractor any federal income taxes, Social Security tax, or any other amounts for benefits to the contractor. Further, the City shall not provide to the contractor any insurance coverage or other benefits, including Workers' Compensation normally provided by the City for its employees.
- **46. ORAL STATEMENTS:** No oral statement of any person shall modify or otherwise affect the terms, conditions or specifications stated in this contract. All modifications to the contract must be made in writing by the City of Naples.
- **47. QUALIFICATIONS OF BIDDERS:** The bidder may be required, before the award of any contract, to show to the complete satisfaction of the City of Naples that it has the necessary facilities, ability, and financial resources to provide the service specified therein in a satisfactory manner. The bidder may also be required to give a past history and references in order to satisfy the City in regard to the bidder's qualifications. The City may make reasonable investigations deemed necessary and proper to determine the ability of the bidder to perform the work, and the bidder shall furnish to the City all information for this purpose that may be requested. The City reserves the right to reject any bid if the evidence submitted by, or investigation of, the bidder fails to satisfy the City that the bidder is properly qualified to carry out the obligations of the contract and to complete the work described therein. Evaluation of the bidder's qualifications shall include:

> The ability, capacity, skill and financial resources to perform the work or service.

- > The ability to perform the work service promptly or within the time specified, without delay.
- > The character, integrity, reputation, judgment, experience, and efficiency of the bidder.
- > The quality of performance of previous contracts or services.
- **48. QUALITY CONTROL:** The contractor shall institute and maintain throughout the contract period a properly documented quality control program designed to ensure that the services are provided at all times and in all respects in accordance with the contract. The program shall include providing daily supervision and conducting frequent inspections of the contractor's staff and ensuring that accurate records are maintained describing the disposition of all complaints. The records so created shall be open to inspection by the City.
- **49. RECOVERY OF MONEY:** Whenever, under the contract, any sum of money shall be recoverable from or payable by the contractor to the City, the same amount may be deducted from any sum due to the contractor under the contract or under any other contract between the contractor and the City. The rights of the City are in addition and without prejudice to any other right the City may have to claim the amount of any loss or damage suffered by the City on account of the acts or omissions of the contractor.
- **50. REQUIREMENTS CONTRACT:** During the period of the contract, the contractor shall provide all the services described in the contract. The contractor understands and agrees that this is a requirements contract and that the City shall have no obligation to the contractor if no services are required. Any quantities that are included in the scope of work reflect the current expectations of the City for the period of the contract. The amount is only an estimate and the contractor understands and agrees that the City is under no obligation to the contractor to buy any amount of services as a result of having provided this estimate or of having any typical or measurable requirement in the past. The contractor further understands and agrees that the City may require services in excess of the estimated annual contract amount and that the quantity actually used whether in excess of, or less than, the estimated annual contract amount and that the quantity actually used shall not give rise to any claim for compensation other than the total of the unit prices in the contract for the quantity actually used.
- 51. TERMINATION FOR CONVENIENCE: The performance of work under the contract may be terminated by the City in whole or in part whenever the City determines that termination is in the City's best interest. Any such termination shall be effected by the delivery to the contractor of a written notice of termination of at least seven (7) days before the date of termination, specifying the extent to which performance of the work under the contract is terminated and the date upon which such termination becomes effective. After receipt of a notice of termination, except as otherwise directed, the contractor shall stop work on the date of the receipt of the notice or other date specified in the notice; place no further orders or subcontracts for materials, services or facilities except as necessary for completion of such portion of the work not terminated; terminate all vendors and subcontracts; and settle all outstanding liabilities and claims.
- **52. TERMINATION FOR DEFAULT:** The City of Naples reserves the right to terminate the contract if the City determines that the contractor has failed to perform satisfactorily the work required, as determined by the City. In the event the City decides to terminate the contract for failure to perform satisfactorily, the City shall give to the contractor at least seven (7) days written notice before the termination takes effect. The seven-day period will begin upon the mailing of notice by the City. If the contractor fails to cure the default within the seven (7) days specified in the notice and the contract is terminated for failure to perform satisfactorily, the contractor shall be entitled to receive compensation for all reasonable, allocable and allowable contract services satisfactorily performed by the contractor up to the date of termination that were accepted by the City prior to the termination. In the event the City

terminates the contract because of the default of the contractor, the contractor shall be liable for all excess costs that the City is required to expend to complete the work under contract.

- 53. STATE AND FEDERAL EMPLOYMENT LAWS: Contractors providing service to the City are required to comply with all state and federal employment laws. This includes, but is not limited to, laws resulting from the Immigration and Reform and Control Act of 1986, wherein all employers are required to verify the identity and employment eligibility of all employees. The Department of Homeland Security, U.S. Citizenship and Immigration Services require employees and employers to complete Form I-9 and the employer must examine evidence of identity and employment eligibility within three business days of the date employment begins. Non-compliant contractors will be subject to contract sanctions, up to and including contract termination.
- **54. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION:** The contractor agrees to comply with Executive Order 12549 "Debarment and Suspension" and 2 CFR 180 "OMB Guidelines to Agencies on Government wide Debarment and Suspension." These rules require all contractors using federal funds not be debarred or suspended from doing business with the Federal Government. This includes sub-recipients and lower tier participant for covered transactions. Signing and submitting this document certified the organization and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency, and further have not within the preceding three-year period been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction.

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 Owner, 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 Owner.

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 Owner'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 Owner, and duly licensed to do business in the state of said Contract.

The Contractor shall procure and maintain, during the life of this Contract, Worker'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 Worker'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 Worker'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 Worker'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 Owner, 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 must be named as Additional Insured on the insurance certificate and the following must also be stated on the certificate. "This coverage is primary to all other coverage 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.

The Certificate must state the proposal number and title.

When using the "Accord"- 25 Certificate of Insurance only the most current version will be accepted.

The City of Naples requires a copy of a cancellation notice in the event the policy is cancelled. The City of Naples shall be expressly endorsed onto the policy as a cancellation notice recipient.

STATEMENT OF NO BID

If you will not be bidding on this product/service, please help us by completing and returning only this page to:

City of Naples, Purchasing Division City Hall, 735 8th Street South Naples, FL 34102 Fax 239-213-7105

| Bid #_ | and Description: | | |
|--------|--|---|------------------|
| We, tl | ne undersigned, decline to prop | osal on the above project for the follo | owing reason(s): |
| specif | ied deadline. Our Company does not offer | ill not permit us to perform the requ | |
| 0 | ther (Please specify below) | | |
| _ | | PH | |
| Name | and Title of individual complet | ing this form: | |
| (Print | ed Name) | (Title) | |
| (Signa | nture) | (Date) | |

REFERENCES

THIS SHEET MUST BE COMPLETED AND RETURNED WITH BID

PROVIDE AT LEAST THREE REFERENCES FOR WHOM YOUR COMPANY HAS PROVIDED SAME OR SIMILAR SERVICES WITHIN THE LAST 2 YEARS.

| COMPANY NAME: | |
|------------------|---------|
| ADDRESS: | |
| TELEPHONE: | |
| CONTACT PERSON: | |
| CONTACT E-MAIL A | DDRESS: |
| | |
| COMPANY NAME: | |
| ADDRESS: | |
| TELEPHONE: | |
| CONTACT PERSON: | |
| CONTACT E-MAIL A | DDRESS: |
| | |
| COMPANY NAME: | |
| ADDRESS: | |
| TELEPHONE: | |
| CONTACT PERSON: | |
| CONTACT F-MAIL A | DDPFSS: |

SPECIAL CONDITIONS

A. TERMS OF CONTRACT

The resulting contract will commence on award and be in effect until completion of the project.

B. PROHIBITION OF CONTACT

Under no circumstances should any prospective organization or individual, or anyone acting for or on behalf of a prospective organization or individual, seek to influence or gain the support of any member of the City Council, public official or City staff favorable to the interest of any prospective organization or individual.

Likewise, contact with City Council, any public official or city staff against the interests of other prospective organization (s) and or individual(s) is prohibited. Any such activities will result in the exclusion of the prospective organization or individual from consideration by the City.

C. PROPOSAL PERFORMANCE & PAYMENT BONDS

A Proposal Security Bond shall be submitted with the final proposal, if the total proposal is greater than \$125,000.00, in an amount equal to at least five percent (5%) of the total amount of the final proposal, or the equivalent in the form of a certified check or money order made payable to the City of Naples, Florida. Upon the award of the proposal to the successful proposer, both proposal performance bond and the payment bond will be required in the amount of one hundred percent (100%) of the price specified in the contract. Also proof of insurance from the successful proposer is required at the time of award as well.

D. QUESTIONS

Questions regarding this bidder packet must be received in writing in the Purchasing Division, NO LATER THAN TEN CALENDAR DAYS PRIOR TO THE BID CLOSING DATE TO ENSURE AN ANSWER IS PROVIDED PRIOR TO CLOSING.

Direct all questions to:

Greg Givens, Purchasing
City of Naples, Purchasing Division
735 8th Street South

Naples, Florida 34102 PH: (239) 213-7100 FX: (239) 213-7105 ggivens@naplesgov.com

00300- 12

SECTION 00300 BID FORM

THIS SHEET MUST BE COMPLETED AND RETURNED WITH BID

| NAME OF BI | IDDER: | | | | |
|-------------------------------|--|---------------------------|------------------------|---------------|-------------------|
| PROJECT ID | DENTIFICATION: City of N | Japles - Raw W | ater Supply | Well Rehab | oilitation |
| Bidder subm Specifications | its the following prices to | - | the work | - | red by the |
| Item No. | Description | Estimated Quantity | <u>Units</u> | Unit Price | Extended Price |
| Schedule 1: | General | | | | |
| 1.1. | Mobilization/Demobilization | 1 | LS | \$ | \$ |
| 1.2. | General Requirements | 1 | LS | \$ | \$ |
| 1.3. | Indemnification | 1 | LS | \$ | \$ |
| | | | Subtotal for S | Schedule 1: | \$ |
| Schedule 2: | Rehabilitation/Disinfection Wells 308, 311, 316, 318, 327, 328 | | | | |
| 2.1. | Removal/Reinstall | 6 | EA | \$ | \$ |
| 2.2. | Acidizing (6 wells) | 6 | EA | \$ | <u>\$</u> |
| 2.3. | Disinfection (6 wells) | 6 | EA | \$ | \$ |
| 2.4. | Development (6 wells) | 6 | EA | \$ | \$ |
| 2.5. | Video Log (6 wells X 2) | 12 | EA | \$ | \$ |
| 2.6. | Step Testing (6 wells x 2) | 12 | EA | \$ | \$ |
| | Wells 301, 305 | | | | |
| 2.7. | Removal/Reinstall | 2 | EA | \$ | \$ |
| 2.8. | Acidizing (2 wells) | 2 | EA | \$ | \$ |
| 2.9. | Disinfection (2 wells) | 2 | $\mathbf{E}\mathbf{A}$ | \$ | \$ |
| 2.10. | Development (2 wells) | 2 | EA | \$ | \$ |
| 2.11. | Video Log (2 wells X 2) | 4 | $\mathbf{E}\mathbf{A}$ | \$ | \$ |
| 2.12. | Step Testing (2 wells x 2) | 4 | EA | \$ | \$ |
| | Wells 302, 303 | | | | |
| 2.13. | Removal/Reinstall | 2 | EA | \$ | \$ |
| 2.14. | Acidizing (2 wells) | 2 2 | EA | \$ | \$ |
| 2.15. | Disinfection (2 wells) | 2 | EA | \$ | \$ |
| 2.16. | Development (2 wells) | 2 | EA | \$ | \$ |
| 2.17. | Video Log (2 wells X 2) | 4 | EA | \$ | \$ \$ |
| 2.18. | Step Testing (2 wells x 2) | 4 | EA | \$ | \$ |

\$__

Subtotal for Schedule 2:

| Schedule 3: | Additional Services (Optional) | | | | |
|-------------|---|--------------|----|-------------------------|-----------------|
| 3.1. | Acid Solution Injection (Gal) | 1 | EA | \$ | \$ |
| 3.2. | Disinfectant Injection (Gal) | 1 | EA | \$ | \$ |
| 3.3. | Well Development | 1 | HR | \$ | \$ |
| 3.4. | Video Logging | 1 | LS | \$ | \$ |
| 3.5. | Step Draw-down Testing | 1 | HR | \$ | \$ |
| | Total Base Bid Price for the Con | tract (Sum o | | Schedule 3: through 3): | \$ \$ |
| | (Total In Words) |) | | | |
| | hall include all materials, equipmenes, overhead, and profit for the item | | | | |

in the manner contemplated by the Contract Documents.

QUESTIONNAIRETHIS SHEET MUST BE COMPLETED AND RETURNED WITH BID

| DAT | E: | _ | |
|-------------------------|------------------------------------|--|--|
| PROJECT IDENTIFICATION: | | City of Naples Raw Water Supply Well Rehabilitation Water Production | |
| NAM | E OF BIDDER: | | |
| BUSI | NESS ADDRESS: | | |
| | | Telephone No.: | |
| | ined. Include additional she | r organization been in business as a contractor providing | |
| 2. | similar in type, size, and na | e and owner of the last project that you have completed ature as the one proposed? | |
| 3. | | plete work awarded to you? If so, where and why? | |
| 4. | Name three (3) municipality refer: | ties for which you have performed work and to which you | |
| | | | |

| prop | you personally reviewed the specifications and localized requirements osed Work? Describe any anticipated problems with the sites at osed solutions? |
|---------|--|
| Vill yo | ou Subcontract any part of this Work? If so, describe which portions: |
| What | t equipment do you own that is available for the Work? |
| What | t equipment will you purchase for the Work? |
| What | t equipment will you rent for the Work? |

END OF SECTION

CORPORATE RESOLUTION

THIS SHEET MUST BE COMPLETED AND RETURNED WITH BID

| Ι, | | , Secretary |
|-------------------------------------|---------------------------------|-------------------------------------|
| of | , a corporati | on organized and existing under |
| the laws of the State of | , hereby certify | that at a meeting of the Board of |
| Directors of the Corporation | duly called and held on | , 20, at |
| which a quorum was present | and acting throughout, the fo | llowing resolutions were |
| adopted and are now in full f | orce and effect: | |
| RESOL | VED that the following indivi | duals of this corporation are |
| authorized to execute on beha | alf of this corporation a Bid a | nd Agreement to |
| | for the construction | of |
| | · | |
| I furthe | r certify that the names of the | officers of this corporation and |
| any other persons authorized | to act under this resolution a | nd their official signatures are as |
| follows: | | |
| NAME | OFFICER | SIGNATURE |
| <u>,</u> | | |
| <u>,</u> | | |
| <u>,</u> | | |
| <u>,</u> | <u>,</u> | |
| IN WIT | NESS WHEREOF, I have her | eunto subscribed my name as |
| Secretary and affixed the sea | l of the corporation this | day of, 20 |

END OF SECTION

DRUG-FREE WORKPLACE CERTIFICATION

THIS SHEET MUST BE COMPLETED AND RETURNED WITH BID

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied bidders have a drug-free workplace program. In order to have a drug-free workplace program, a business certify the following:

| The undersigned bidder, in accordance with Florida Statute 287.087, hereby certifies that |
|---|
| |
| does. |

Name of Business

- 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, 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 Paragraph 1.
- 4. In the statement specified in Paragraph 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 or of any controlled substance law of the United States or any state, for any 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 |
|----|---------|---|
| | imple | mentation of Paragraphs 1 through 5. |
| | | |
| | As the | e person authorized to sign this statement, I certify that this firm complies fully |
| | 110 011 | s person authorized to sign this statement, I certify that this in in complies rang |

Bidder's Signature

Date

END OF SECTION

NONCOLLUSION AFFIDAVIT

THIS SHEET MUST BE COMPLETED AND RETURNED WITH BID

STATE OF

5.

| COU | JNTY OF |
|-----|---|
| | , being first duly sworn deposes and says that: |
| 1. | He (it) is the, of |
| | , 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; |

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

| parties in inte | rest, including this affidavit. | |
|-------------------|---------------------------------|----------|
| | Ву | |
| | bscribed to before me this | , 20, in |
| | Notary Public | |
| My Commission Exp | res: | |

END OF SECTION

of the Bidder or any other of its agents, representatives, owners, employees or

CERTIFICATE OF INSURANCE

INSURANCE REQUIREMENTS A.

1. Contractor shall purchase and maintain such comprehensive general liability and other insurance as required by the General Conditions.

В. CERTIFICATE OF INSURANCE FORM

- 1. The Certificate of Insurance submitted to the Owner and Engineer shall be on the Insurance Company's form with a format similar to the popular **ACORD Corporation form.**
- 2. The Owner and Engineer shall be shown as additional insureds. In addition to receiving an insurance certificate listing the additional insureds, the Contractor shall provide the Owner with a copy of the endorsement to change (form CG 2010 11-85) the insurance policy when adding the additional insureds. Should any of the required insurance policies be canceled before the expiration date thereof, the issuing company shall provide written notice to each additional insured 30 days prior to cancellation.
- **3.** The Owner's project name and project number shall be shown on the Certificate.
- 4. One (1) Certificate shall be submitted along with the executed Contract Agreement and Performance and Payment Bonds as required.

END OF SECTION

CONTRACTOR'S FINAL RELEASE OF LIEN

| Before me the | undersigned | authority who | ın saıd b. being f | i Count first duly | ıy and v sworn. | deposes | appeared and save |
|---|-------------------|------------------|-----------------------|-----------------------|--------------------|-----------|----------------------|
| that he is | | of | i | | ,, | , a | company |
| that he isand/or corporation | n authorized | to do busino | ess under | the law | s of Flo | rida, wh | ich is the |
| Contractor | on | the | Contra | act | desc | ribed | ass |
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| affidavit constitute | | | | | • | | _ |
| or otherwise, and t | | | _ | | | | |
| full and final relea | _ | | • | | | _ | |
| compensation by C | Contractor une | der the abov | e Contrac | t. Depo | nent furt | her agre | es that all |
| guarantees under t | his Contract s | shall be in fu | ll force fro | om the d | ate of thi | s release | as spelled |
| out in the Contract | Documents. | | | | | | |
| G 4 1 1 | | C | . • | , | e | | |
| Sworn to and sul 20 | oscribea to r | peiore me ti | 11S | a | ay or _ | | |
| 20 • | | | | | | | |
| | | | | | | | |
| | | | | Notary | Public | | |
| | | | | My Cor | nmission | Expires_ | |
| We, the | | having | heretofor | e execut | ted a Per | formance | Bond for |
| the above-mention | ed Contractor | r covered Pr | oject and | Section | as desci | ribed abo | ove in the |
| sum | of | | | | | | dollars |
| (\$estimate, including | | | | • | e full pa | yment of | the final |
| commate, including | ine retained p | Jercemage, u | saiu Cui | iu acivi. | | | |
| It is fully understo | od that the gr | ranting of the | e right to | the Own | ner to ma | ke pavm | ent of the |
| final estimate to s | | | | | | | |

company of its obligations under its bond, as set forth in the Specifications, Contract and

Bond pertaining to the above Project.

| IN W | ITNESS WHER instrument | EOF, the _ | | | | | | has ca | used |
|--------|--------------------------------|--------------|-----------|-------------|----------|---------|-------------|---------|------|
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| (Powe | er of Attorney m | ust be attac | hed if ex | xecuted by | Attorney | in Fac | et) | | |
| STAT | E OF FLORIDA | A | | | | | | | |
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| expres | ssed and that he | e had due a | and lega | l authority | to execu | ute the | | | |
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| | | | | | Nota | ary Pul | olic | | |

END OF SECTION

PROJECT REQUIREMENTS/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 document, rehabilitate, develop and disinfect water supply wells in the Coastal Ridge Well Field 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 provide a location for storage of the 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 Coastal Ridge Well Field 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 steel casing to steel screen design into the Lower Tamiami aquifer.

The general requirements of the project are to:

- 1) Remove and properly store pumps, piping and related equipment.
- 2) Acidize the wells.
- 3) Disinfect the wells.
- 4) Mechanically scrub the well casings.

- 5) Develop the wells.
- 6) Perform pre and post video logs of the wells, casing and screen intervals to total depth both before and after rehab procedures.
- 7) Conduct a step-drawdown test on the wells both before and after rehab procedures.
- 8) Reinstall pumps, piping and related equipment.
- 9) Final disinfection after reinstall, coordination with City personnel on bacteriological clearance.

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 along, or just off of Goodlette-Frank Road. Some of these wells may be located within the medians of the road. Due to the high traffic flow, alternate means/methods such as working during non-peak hours or coordinating the closing of traffic lanes, may be required to manage the work area. Work of this type may require Collier County Right of Way Permits and MOT Plans. All documentation and costs related to ROW Permits shall be the responsibility of the Contractor. The

Contractor shall take all necessary precautions to prevent discharge water from undermining the foundations of the well pads and washing onto paved streets. The detailed plan of action must take all localized factors into consideration and the bid shall include pricing to reflect these factors. The discharge water shall be neutralized if it has been acidized or chlorinated. Sodium thyosulfate 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 steptesting 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/well field 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 for 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 wells.

2.02 TEST PUMPING EQUIPMENT

- A. The Contractor shall provide a test pump(s) capable of pumping at least 750 gpm for well development and step-drawdown testing under atmospheric conditions. The pump and equipment must be capable of insertion into the 8" well casing. 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 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 screen. 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. 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, regulations and local conditions. 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. Failure to provide the required details of these practices and methods with their proposal may result in a non-responsive 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. The contractor shall provide a detailed description of the equipment and methods for safe and efficient cleaning of the steel screen portion of the well
- 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 thyosulfate 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 draw-downs 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 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. The contractor shall assure that footage measuring equipment is zeroed out, calibrated, and maintained throughout the entire process at each well.

3.04 EXTRACTION AND REINSTALLATION OF EQUIPMENT

- A. Removal and reinstallation of all pumps, piping and equipment shall be the responsibility of the contractor. All activities must be completed without damage to these facilities.
- B. The City will provide an area for storage of the equipment but it is the contractor's responsibility to properly secure these items from damage or contamination.

3.05 FINAL DISINFECTION AND TESTING

- A. Per recommendation from local regulatory agencies ten consecutive samples will be required prior to returning any well to service. All samples will be pulled and analyzed by City personnel.
- B. The contractor will be required to provide all disinfection services to each well until these ten acceptable and consecutive samples are obtained.

3.06 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.

FIGURE 1

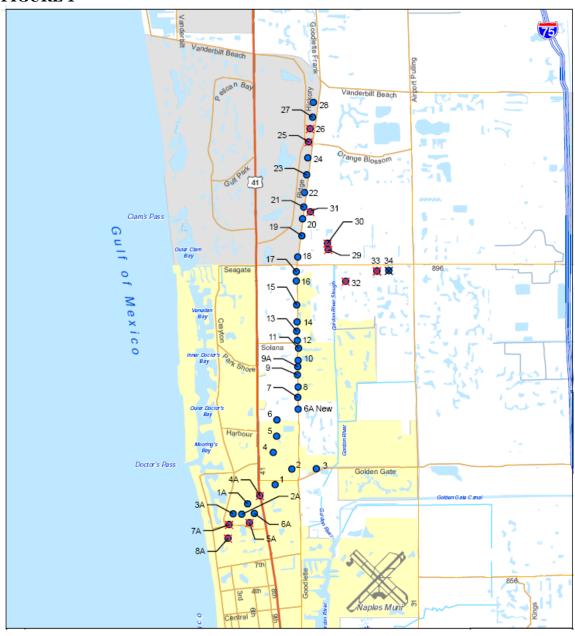


TABLE 1 GENERAL WELL CHARACTERISTICS

| Well | Install | Well | Well | Total | DESIGN |
|------|---------|---------|----------|----------|--------|
| # | Date | Case DI | Case | Well | (gpm) |
| | (Year) | (") | Depth(') | Depth(') | |
| 301 | 1958 | 8" | 56 | 90 | 350 |
| 302 | 1958 | 8'' | 57 | 87 | 350 |
| 303 | 1958 | 8" | 56 | 89 | 350 |
| 305 | 1962 | 8" | 53.5 | 82 | 350 |
| 308 | 1964 | 8'' | 59 | 80 | 350 |
| 311 | 1965 | 8" | 64 | 87 | 350 |
| 316 | 1968 | 10" | 60* | 80 | 350 |
| 318 | 1969 | 10'' | 61 | 85 | 350 |
| 327 | 1971 | 8'' | 61 | 85 | 350 |
| 328 | 1971 | 8'' | 61 | 85 | 350 |

^{*} Casing Depth is not known and has been estimated for bid purposes

SUBMISSION CHECKLIST

Bidder should check off each of the following items as the necessary action is completed:

| | CHECKLIST ELEMENTS | INCLUDED |
|---|---|----------|
| • | Original and one (1) copy of bid document have been submitted. | |
| • | Any required drawings; descriptive literature; questionnaire; pricing; and any information required of bidder, etc. have been included. | |
| • | Any delivery information required is included. | |
| • | Complete and include this form with your bid document. Do not forget to have an authorized individual sign in the appropriate pages. | |
| • | The bid document has been signed on the cover page with any bid addendums initialed. | |
| | The mailing envelope has been addressed to: City of Naples Purchasing Division 735 8 th Street South Naples, Florida 34102 | |
| | The mailing envelope should be sealed and marked with: BID Number BID Title Closing Date | |