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## RENEWAL TO AGREEMENT FOR CONSTRUCTION SERVICES

**THIS RENEWAL #1** is made and entered into this 7th day of August, 2020 by and between MARTIN COUNTY, a political subdivision of Florida ("COUNTY"), and Aquifer Maintenance & Performance Systems (CONTRACTOR).

### WITNESSETH

**WHEREAS**, the COUNTY and CONTRACTOR entered into an Agreement for Construction Services to provide Wellfield Maintenance pursuant to Martin County Contract # RFB2017-2969 dated August 8, 2017, and;

**WHEREAS**, the Term of the Agreement provides for the option to renew for an additional year, and

**WHEREAS**, the COUNTY and CONTRACTOR desire to exercise the option to renew that Agreement.

**NOW THEREFORE**, in consideration of the premises and the mutual benefits which all accrue to the parties hereto in carrying out the terms of this Agreement, it is mutually covenanted and agreed as follows:

1. The COUNTY exercises its option to renew this Agreement for one year pursuant to the Term of the Agreement.
2. The CONTRACTOR agrees to this renewal.
3. The Agreement is hereby renewed until August 8, 2021. Pricing and all remaining terms and conditions of the Agreement not specifically amended herein shall remain in full force and effect.
4. This Contract shall be effective beginning on the date first written above notwithstanding it or some of the Contract documents being signed on a different date.

**IN WITNESS WHEREOF**, the parties hereto have executed this renewal of this Agreement as of the date first set forth above.

**AQUIFER MAINTENANCE & PERFORMANCE  
SYSTEMS, INC.**

James Murray  
President

**BOARD OF COUNTY COMMISSIONERS  
MARTIN COUNTY, FLORIDA**

Krysti L. Brotherton  
Purchasing Manager

**Please provide current contact information below and return this renewal with a copy of your most recent Certificate of Liability Insurance:**

Name: JAYNE Pendleton  
Phone number: Office (561) 494-2844 cell (954) 325 1702  
Email Address: ampsjhp@gmail.com



# AGREEMENT BETWEEN COUNTY AND CONTRACTOR FOR GOODS AND SERVICES

THIS AGREEMENT, effective this 8<sup>th</sup> day of August in the year, 2017, between:

MARTIN COUNTY BOARD OF COUNTY COMMISSIONERS, a political subdivision of the State of Florida, (hereinafter COUNTY), located at 2401 S.E. Monterey Road, Stuart, FL 34996

Bid Name: Wellfield Maintenance

Bid Number: RFB2017-2969

Term: Three (3) years plus two 1-year renewal options

Not to Exceed Amount: \$750,000.00

**WHEREAS**, COUNTY has previously determined that it has a need for goods and/or services more specifically outlined in the Request for Bids (RFB) and the Scope of Services; and

**WHEREAS**, COUNTY solicited competitive bids for such services pursuant to the Martin County bid number referenced on Page 1 of this Agreement; and

**WHEREAS**, COUNTY awarded the Bid to CONTRACTOR; and

**WHEREAS**, CONTRACTOR has represented that it is able to satisfactorily provide the services and or materials according to the terms and conditions of the RFB, which is incorporated herein by reference, and the terms and conditions contained herein; and

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

**1. Services to be Performed.** The CONTRACTOR hereby agrees to provide the COUNTY with goods and services, as requested and more specifically outlined in the Scope of Services attached hereto and made a part hereof as Exhibit A, this Agreement and all subsequent official documents that form the Contract Documents for this Agreement, including any additional contract terms contained herein.

**2. Time of Service.** Services shall be performed in a timely manner, as specified in the Request for Bid or as set forth herein.

**3. Term of Agreement/Option of Renewal.** This Agreement shall be in effect from the date of execution and for the term and agreed upon renewal options indicated on Page 1 of this Agreement. This Agreement may be extended subject to execution of a written agreement between the COUNTY and CONTRACTOR for up to 90 additional days beyond the term and agreed upon renewal options. This option shall be exercised only if all prices, terms and conditions remain the same, or decrease.

**4. Amendment of the Agreement.** This Agreement may be amended only by mutual written agreement signed by the parties. No statement, representations, warranties, either written or oral, from whatever source arising, except as expressly stated in this Agreement, shall have any legal validity between the parties or is binding upon any of them. The parties acknowledge that this agreement contains the entire understanding and agreement of the parties. No modifications hereof shall be effective unless made in writing and executed by the parties hereto with the same formalities as this Agreement is executed.

**5. Assignment/Subcontracting.** The CONTRACTOR shall perform all services and provide all goods and equipment required by this Agreement. No assignment or subcontracting shall be allowed without the prior written consent of the COUNTY. In the event of a corporate acquisition and/or merger, the CONTRACTOR shall provide written notice to the COUNTY within thirty (30) business days of CONTRACTOR'S notice of such action or upon the occurrence of said action, whichever occurs first. The right to terminate this Agreement, which shall not be unreasonably exercised by the COUNTY, shall include, but not be limited to, instances in which a corporate acquisition and/or merger represent a conflict of interest or are contrary to any local, state or federal laws. Action by the COUNTY awarding a bid to a bidder, which has disclosed its intent to assign or subcontract in its response to the RFB, without exception shall constitute approval for purpose of this Agreement.

**6. Termination.**

6.1 COUNTY shall notify CONTRACTOR of any failure to comply with any requirement in the Scope of Work and shall notify CONTRACTOR in writing of such failure/default. CONTRACTOR shall correct such failure/default within five (5) working days. COUNTY shall have the right to terminate this Agreement if such correction is not made within the time specified above.

6.2 Failure of the CONTRACTOR to comply with any of the provisions of this Agreement shall be considered a material breach of Agreement and shall be cause for immediate termination of the Agreement at the sole discretion of the COUNTY.

6.3 COUNTY reserves the right to cancel this Agreement, without cause, by giving thirty (30) days prior written notice to the CONTRACTOR of the intention to terminate.

**7. Compensation.** COUNTY shall pay CONTRACTOR upon CONTRACTOR'S completion of, and COUNTY'S acceptance of, the services required herein, in the amounts specified in the Price Schedule attached hereto and made a part hereof as Exhibit A. Prices shall remain firm for the duration of the contract and any renewals or extensions. County shall pay invoices in accordance with Section 218, Florida Statutes (Florida Prompt Payment Act).

**8. Permit/ Licenses.** CONTRACTOR must secure and maintain any and all permits and licenses required to complete this Agreement.

**9. Public Records.**

9.1 CONTRACTOR shall comply with the provisions of Chapter 119, Fla. Stat. (Public Records Law), in connection with this Agreement and shall provide access to public records in accordance with §119.0701, Fla. Stat. and more specifically Contractor shall:

9.1.1. Keep and maintain public records required by the County to perform the Agreement.

9.1.2. Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Fla. Stat. or as otherwise provided by law.

9.1.3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the CONTRACTOR does not transfer the records to the County.

9.1.4. Upon completion of the Agreement, transfer, at no cost, to the County all public records in possession of the CONTRACTOR or keep and maintain public records required by the County to perform the Agreement. If the CONTRACTOR transfers all public records to the County upon completion of the Agreement, the CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONTRACTOR keeps and maintains public records upon completion of the Agreement, the CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the information technology systems of the County.

**9.2 IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (772) 419-6959, [public\\_records@martin.fl.us](mailto:public_records@martin.fl.us), 2401 SE MONTEREY ROAD, STUART, FL 34996.**

9.3 Failure to comply with the requirements of this Article shall be deemed a default as defined under the terms of this Agreement and constitute grounds for termination.

**10. Minimum Insurance Requirement.** The CONTRACTOR must maintain insurance in at least the amounts required throughout the term of this Agreement or any renewals or extensions. The CONTRACTOR must provide a Certificate of Insurance in accordance with the Insurance Requirements and as set forth herein naming the COUNTY as an additional named insured evidencing such coverage prior to issuance of a purchase order or commencement of any work under this Agreement.

- a. **Loss Deductible Clause:** The COUNTY shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Contractor and/or subcontractor providing such insurance.
- b. **Worker's Compensation Insurance:** The Contractor shall take out and maintain during the life of this Agreement, Worker's Compensation Insurance for all of its employees connected with the work of this project and, in case any work is sublet, the Contractor shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor. Such insurance shall comply fully with the Florida Worker's Compensation Law. In case any class of employees engaged in hazardous work under this contract at the site of the project is not protected under the Worker's Compensation statute, the Contractor shall provide, and cause each subcontractor to provide adequate insurance, satisfactory to the COUNTY for the protection of its employees not otherwise protected. Coverage to include Employers Liability \$100,000 each accident, \$100,000 each Disease/Employee and \$500,000 each Disease/Maximum.
- c. **Commercial Automobile Liability Insurance:** The Contractor shall take out and maintain during the life of this agreement Comprehensive Automobile Liability Insurance for "Any Auto" (owned, hired and non owned) for a minimum of \$1,000,000 Combined Single Limit.
- d. **Commercial General Liability Insurance:** The Contractor shall take out and maintain during the life of this agreement Commercial General Liability insurance Including coverage for bodily injury, property damage, personal/advertising injury and products/completed operations for negligent acts which may arise from operations under this Agreement whether such operations are alone or by anyone directly or indirectly employed by it. The policy should include Contractual Liability to cover the hold harmless and indemnity provision as set forth in this agreement. A per project limit of

liability is required. The amounts of such insurance shall be the minimum limit as follows:

|   |                       |
|---|-----------------------|
| Each Occurrence -                         | \$1,000,000           |
| Personal/Advertising Injury -             | \$1,000,000           |
| Products/Completed Operations Aggregate - | \$2,000,000           |
| General Aggregate -                       | \$2,000,000           |
| Fire Damage -                             | \$100,000 and 1 fire  |
| Medical Expense -                         | \$10,000 any 1 person |

e. **Commercial Automobile and General Liability Insurance:** The Contractor shall require each of its subcontractors to procure and maintain during the life of this subcontract, insurance of the type specified above or insure the activities of his subcontractors in its policy, as specified above.

**11. Indemnification.** CONTRACTOR shall indemnify and hold harmless the COUNTY and Federal government from all suits, actions or claims of any character brought on account of any injuries or damages received or sustained by any person, person or property by or from the said CONTRACTOR; or by, or in consequence of any neglect in safeguarding the work; or by the use of unacceptable materials in the construction of improvements; or on account of any act or omission, neglect or misconduct of the said CONTRACTOR; or by, or on account of, any claim or amounts recovered under the "Workers Compensation Law" or of any other laws, by-laws, ordinance, order or decree, except only such injury or damage as shall have been occasioned by the sole negligence of the COUNTY. The first ten dollars (\$10.00) of compensation received by the CONTRACTOR represents specific consideration for this indemnification obligation.

**12. Governing Law.** The laws of the State of Florida shall govern this Agreement.

**13. Independent Contractor Status and Compliance with the Immigration Reform and Control Act of 1986.** The CONTRACTOR is and shall remain an independent contractor and is neither agent, employee, partner nor joint venture of COUNTY. CONTRACTOR acknowledges that it is responsible for complying with the provisions of the Immigration Reform and Control act of 1986 located at 8 U.S.C. 1324, et. Seq., and regulations relating thereto, as either may be amended from time to time. Failure to comply with the above provisions shall be considered a material breach and shall be grounds for immediate termination of the Agreement, at the discretion of COUNTY.

**14. Severability.** The terms and conditions of this Agreement shall be deemed to be severable. Consequently, if any clause, term, or condition hereof shall be held to be illegal or void, such determination shall not affect the validity or legality of the remaining terms and conditions, and notwithstanding any such determination, this Agreement shall continue in full force and effect unless the particular clause, term, or condition held to be illegal or void renders the balance of the Agreement to be impossible or performance.

**15. Conflict of Interest.** CONTRACTOR represents that it has no interest and shall acquire no interest(s), which conflict in any manner with the performance of services required hereunder, as provided for in Chapter 112, Part 111, of the Florida Statutes, CONTRACTOR further represents that no person having any interest shall be employed for said performance. CONTRACTOR shall notify COUNTY in writing by certified mail of all potential conflicts of interest for any prospective business association, interest or other circumstance which may influence or appear to influence CONTRACTOR'S judgment or quality of services being provided hereunder. Such written notification

shall identify the prospective business association, interest or circumstance, the nature of work that CONTRACTOR may undertake and request an opinion from COUNTY, the prospective business association, interest or circumstance would not constitute a conflict of interest by CONTRACTOR, COUNTY shall so state in the notification and CONTRACTOR shall, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict with respect to services provided to COUNTY by CONTRACTOR under the terms of this Agreement.

**16. Documents Comprising Agreement.** The Agreement documents shall include this Agreement as well as the following documents, which are incorporated herein by reference.

- a. Martin County's Request for Bid and all of its addenda and attachments which are part of the RFB set forth above.
- b. Contractor's Certificate of Insurance required in the Request for Bid;
- c. Contractor's response to the RFB or soliciting document.

**17. Dispute Resolution.**

17.1 As a condition precedent to the filing of any legal proceedings, the parties shall endeavor to resolve claim disputes or other matters in question by mediation. Mediation shall be initiated by any party by serving a written request for same on the other party. The party shall, by mutual agreement, select a mediator within 15 days of the date of the request for mediation. If the parties cannot agree on the selection of a mediator then the COUNTY shall select the mediator, who, if selected solely by the COUNTY, shall be a mediator certified by the Supreme Court of Florida. The mediator's fee shall be paid in equal shares by each party to the mediator.

17.2 **Attorney's Fees.** The parties expressly agree that each party will bear its own attorney's fees incurred in connection with this Agreement.

17.3 **Venue.** This Agreement and the terms hereof shall be construed in accordance with the laws of the State of Florida and venue for all actions in a court of competent jurisdiction shall lie in Martin County, Florida.

17.4 **Non-jury trial.** The parties expressly and specifically hereby waive the right to a jury trial as to any issue in any way connected with this Agreement.

17.5 The parties expressly and specifically hereby waive all tort claims and limit their remedies to breach of contract as to any issue in any way connected with this Agreement.

If there is a conflict between the terms of this Agreement and the above referenced documents, then the conflict shall be resolved as follows: the terms of this Agreement shall prevail over the other documents, and the terms of the remaining documents shall be given preference in their above listed order.

IN WITNESS WHEREOF, the COUNTY and the CONTRACTOR have executed this Agreement as of the date first above written.

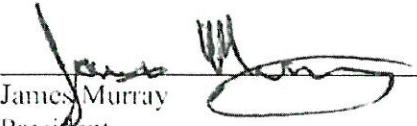
REVIEWED BY

  
John Polley  
Utilities & Solid Waste Director

BOARD OF COUNTY COMMISSIONERS  
MARTIN COUNTY, FLORIDA

  
Taryn Kryzda  
County Administrator

AQUIFER MAINTENANCE &  
PERFORMANCE SYSTEMS, INC.

  
James Murray  
President

APPROVED AS TO FORM & LEGAL  
SUFFICIENCY BY COUNTY ATTORNEY

## **EXHIBIT A** **SCOPE OF SERVICES**

Services for production wells and monitor wells, pumps and motors rehabilitation on an as-needed basis.

The goods and/or services listed in this bid are for the purposes of price comparison and are not intended to be all inclusive. The County may add goods and/or services at any time during the term of this Agreement at a cost to be agreed upon by the Vendor and the County.

Hourly rates will be charged from the time the technician arrives at the County facility to the time the technician leaves the County facility. Travel time charges will not be allowed.

All work shall comply with all Federal, State, and local guidelines and regulations.

1. The Contractor will obtain all necessary Florida state and local regulatory permits and follow all of the Florida Departmental Environmental Protection (FDEP) rules when repairing or in development of any type of wells, and reporting the proper paperwork to any government agency in accordance to the rules.
2. Contractor shall submit site specific plan to include equipment, chemicals, mixing ratios and volumes planned for treatment, equipment layout, fluid disposal and cleanup and restoration upon completion. At the conclusion of work the contractor will submit a summary including responsible staff, dates or work, work performed and all chemicals used, quantities and measurements as appropriate as well as observations/recommendations.
3. Removal/abandonment of existing wells shall be per FDEP guidelines.
4. Wellhead and Pump Testing, Inspection and Removal – perform a production pump efficiency test prior to removal to determine pump curve and specific capacity. Information shall be gathered at three points: full, half valve and shut in. GPM, PSI, volts, amps, ohms, sand content, pumping and vibration levels will be recorded at each point. Cleaning and reinstallation of existing or new equipment in accordance with ANSI/AWWA C654-03 Well Disinfection. Onsite wellhead and discharge inspection and cleaning will be performed by pressure cleaning and using a 50 ppm chlorine solution. Consider adding description to line item or referring to line item ...see general comment in email
5. Well Acidification – Contractor must submit a list of all chemicals and the processes to be used in addition to MSDS sheets prior to use. All chemicals used shall be in accordance with all Federal, State and local guidelines and used per EPA directions for wellfield protection approved chemicals and in accordance with ANSI/AWWA C654-03 Well Disinfection. Disposal container shall not be permitted on site and must be disposed of in accordance with EPA guidelines. All chemicals to be NSF approved.
6. Production Pump Removal and Inspection – Pump and associated equipment shall be disassembled, visually inspected and mobilized to Contractor's pump facility. Pump will be digitally photographed, pressure washed and disinfected. Photo copy and inspection condition report with recommendations will be submitted to County project manager.

7. Pump/Motor Maintenance – Assist and perform maintenance of well/pump/motor as directed. Includes pulling pumps/motors such as production well (Surficial and Floridan), clear well and high service pumps. Assist in trouble shooting various problems in the system.
8. Monthly Well Maintenance – Performed per well or wellfield basis as determined by trend data (removed from line items) or as determined by Water Plant Chief Operator. Maintenance includes chlorine injected under pressure into the well, monitoring and testing as required in accordance with ANSI/AWWA C654-03 Disinfection of Wells. A chemical plan shall be submitted with the bid. Chemicals should have a contact time of no less than 6 hours and no more than 48 hours.
9. Well Development - As directed by COUNTY or COUNTY's representative. Airlift development will be performed utilizing direct or reverse air methodology to remove debris and bacteriological sludge followed by direct air using a 600-750 CFM air compressor.
10. Welding Services – the Contractor shall provide on-site welding services including portable spray welding and shall be capable of responding within eight (8) hours after notification. Machine shop welding services are required. All welding is to be performed by a certified welder. In the event that a welder's helper is required prior written approval shall be obtained by the COUNTY and the labor rate allowable shall be 50% of the standard hourly rate bid for welding services.
11. Well Rehabilitation/Repair Video (pre and post rehabilitation) – Includes both downhole and 360 degree color videos. The video shall be transferrable to a DVD or other means and provided to the COUNTY within 5 days of completion of the well rehabilitation/repair. The DVD or other means shall be compatible for playback with any standard TV or computer. The total audio-video recording system and the procedures employed in its use shall be such as to produce a finished product that will complete the technical requirements of the project. The video portion of the recording shall be calibrated to produce an accurate on screen depth display and a bright, sharp, clear picture with accurate colors and shall be free of distortion and imperfection. The audio portion of the recording shall produce the commentary from the camera operator with proper volume, clarity and free from distortion.
12. Chemical Treatment of Well – Well will be equipped with a sealed wellhead including psi gauge, blow off valve, and braden head. Acid blends shall consist of hydrochloric, sulfuric (as an extender), citric (as chelating agent) and chemical additive used to help extend and suspend debris removal (such as Cotey). Percentages of acids to be used will not exceed 10% of total volume injected.
13. Reports - A report shall be generated for each well specifying month and graphing gallons per minute (GPM), static water level, pumping water level, drawdown and resulting specific capacity. An annual report will also be required to show the entire well performance for each well each calendar year. These reports shall be submitted to the Martin County Utilities staff with an electronic submittal required. (not included in line items)
14. Mobilization/demobilization – The maximum charge will be \$500 and shall all activities and associated costs for transportation of the Contractor's personnel, equipment, and operating supplies to the site including large equipment necessary to perform the work.

## **BID FORM NOTES**

The annual estimated quantities shown on the bid form are for bid comparison purposes only. Martin County will not be held to any minimum or maximum quantities.

1. Well drill: Ability to drill reverse and mud rotary
2. Well service rig: Minimum of (20 ton) crane with support vehicle and 3 man crew
3. Pump service rig: Boom truck (15 ton) with support vehicle and a 2 man crew
4. Cement work or demolition: Break up/demo site and remove all debris
5. Onsite welding unit: Certified welder capable of mig, stick, tig and spray welding
6. Machine shop welding: Certified welder capable of mig, stick, tig and spray welding
7. Well pump technician: Certified technician (Flush well, collect data of well, gpm, drawdown of the well, etc)
8. Chlorine treatment: Stabilize with Sodium Hypochlorite will be injected into the well mg/l or PPM, volumes & pH range will be determined on a per well basis. All chemicals shall be NSF approved. Chemicals will be included in price.
9. Specific capacity test, before and after rehabilitation: performed at production GPM
10. Biological Activity Reaction Tests (BART's)
11. Wire to water pump efficiency test
12. Vibration infrared photography analysis
13. Extra sand testing not during well development or pump testing performed with Rossum sand tester
14. Silt density index test (Passing only, SDI less than 3)
15. Well development and redevelopment performed with 600 to 750 CFM Air Compressor
16. Well Abandonment in accordance with SFWMD specifications (includes permit)
17. Pump/Motor retrieval, complete
18. Deep well pump and maintenance
19. Well pump/motor maintenance and/or repairs performed by a certified technician
20. Monthly monitoring of wellfield production of wells: Record static levels, pumping levels, drawdowns, flow volumes, specific capacity, drawdowns, and psi on the wells. Provide a detailed report of all wells.
21. 360 Degree color video survey
22. Dynamic downhole video survey
23. Clean well casing and screen with scraper and brush
24. Well head/pump removal & reinstallation
25. Chemical treatment/Well acidification: Well will be equipped with a sealed well head including PSI gauge, blow off valve, tank & braden. Acid blends shall consist of Hydrochloric, sulfuric (as an extender), citric (as a chelating agent) and chemical (used to help extend and suspend debris removal). Percentage of acids to be used will exceed 10% of total volume injected. All chemicals to be NSF approved. All chemicals will be included in the price.
26. Water storage tank residual cleaning: robotically while tank remains in service, or out of service. All AWWA rules shall apply
27. Flow meter maintenance and calibration: performed by a SFWMD certified technician
28. Mobilize & Demobilize of equipment (max \$500)

## **CONTRACTOR RESPONSIBILITIES**

## **A. Coordination**

1. The Contractor shall coordinate with the Martin County's Chief Plant Operator (CPO), Treatment Plant Manager (TOM), or Treatment Plant Administrator (TPA), or their designee (County project manager) to ensure that all scheduling meets all deadlines and needs.
2. The Contractor shall dedicate a project manager, whom will be directly responsible for the management of MCU service needs.
3. The Contractor shall provide a secondary staff member to assist in the absence of the project manager.
4. The Contractor shall not perform any work unless approved by the TPA, TOM, or CPO.
5. The Contractor shall provide an invoice for services in a timely manner, and provide a detailed monthly Microsoft Excel report list to Martin County staff members. This will allow county staff to monitor work services, and track a dollar amount of those services.
6. In acts of God, such as fires, floods, hurricanes, or other circumstances beyond control, the Contractor shall use best professional practices to avoid delays or failures in performance.

## **B. Details of materials, schedule, and transportation**

1. All chemical costs will be at the cost of the Contractor.
2. All transportation costs shall be included in the bid, excluding significant "large equipment" where a flat fee of \$500 per job will be included.
3. The County reserves the right to request the Contractor to return to the job site for any warranty work in reasonable time period.
4. If applicable Contractor shall remove and/or reinstall fencing to the original condition at a cost to be determined per job and agreed to in advance by the County.

## **C. Preparation and submittal of reports**

1. Reports shall be prepared and delivered to Martin County's Treatment Plant Administrator via email, or hand delivered in a routine turnaround basis. Other staff member may be added to the distribution list over a period of time.
2. All paperwork / reports shall be delivered in a portable document format (PDF), and hard copies must be sent to the TPA for payment verification.
3. Analysis and reports provided shall be prepared in a professional manner and suitable for review.

## **MINIMUM QUALIFICATIONS**

1. All work shall be performed by an established, qualified and licensed contractor. All technicians shall be certified as required to perform described work. All work shall comply with all applicable governmental regulations, customary quality standards, and accepted good practice for the type work being performed.
2. A Bidder Qualification Statement must be submitted with the bid. The contact person must be someone who has personal knowledge of the bidder's performance for the specific requirement listed. Contact person must be informed that they are being used as a reference and that the County may be calling them. DO NOT list persons who are unable to answer specific questions regarding the requirement.
3. The contractor is required to be a qualified CEU instructor capable of providing annual operator training classes to utility staff on well maintenance related to annual wellfield reports.
4. The successful bidder shall provide a copy of Standard Operating Procedures (SOP) for a well, pump and motor rehabilitation services produced by the company specifically for the County's scope of work.
5. Provide a list of equipment and facilities available to perform the work.
6. The bidder must provide written evidence (copies of current licenses/certifications) that show that the firm (bidder) or a principal in the firm is licensed to contract the scope of work in Martin County including state well contractor license and welding certification.
7. The Contractor's functional operation site / satellite office shall be able to respond to Martin County within 3 hours of notifying the vendor.

## EXHIBIT B

**RFB2017-2969**  
**WELLFIELD MAINTENANCE**  
**(ADDENDUM #1)**

| <b>Item No.</b> | <b>Description</b>   | <b>Est Qty</b> | <b>Unit</b> | <b>Unit Cost</b> | <b>Total Cost</b> |
|-----------------|--|----------------|-------------|------------------|-------------------|
| 1               | Drill and install 2" surficial aquifer monitor well include gravel pack, development | 1              | FT          | \$ 38.05         | \$ 38.05          |
| 2               | Well service rig   | 224            | HR          | \$ 198.00        | \$ 44,352.00      |
| 3               | Pump service rig   | 180            | HR          | \$ 125.00        | \$ 22,500.00      |
| 4               | Cement work or demolition  | 16             | HR          | \$ 45.00         | \$ 720.00         |
| 5               | Onsite welding unit  | 8              | HR          | \$ 75.00         | \$ 600.00         |
| 6               | Machine shop welding   | 16             | HR          | \$ 45.00         | \$ 720.00         |
| 7               | Well pump technician   | 208            | HR          | \$ 85.00         | \$ 17,680.00      |
| 8               | Chlorine treatment   | 104            | EA          | \$ 275.00        | \$ 28,600.00      |
| 9               | Specific capacity test   | 38             | HR          | \$ 55.00         | \$ 2,090.00       |
| 10              | Biological Activity Reaction Tests (BART's)  | 11             | EA          | \$ 325.00        | \$ 3,575.00       |
| 11              | Wire to water pump efficiency test   | 6              | EA          | \$ 25.00         | \$ 150.00         |
| 12              | Vibration infrared photography analysis  | 6              | EA          | \$ 100.00        | \$ 600.00         |
| 13              | Extra sand testing   | 6              | EA          | \$ 40.00         | \$ 240.00         |
| 14              | Silt density index test  | 12             | EA          | \$ 135.00        | \$ 1,620.00       |
| 15              | Well development and redevelopment   | 116            | HR          | \$ 180.00        | \$ 20,880.00      |
| 16              | Well Abandonment   | 8              | HR          | \$ 115.00        | \$ 920.00         |
| 17              | Pump/Motor retrieval   | 8              | HR          | \$ 135.00        | \$ 1,080.00       |
| 18              | Deep well pump and maintenance   | 24             | HR          | \$ 150.00        | \$ 3,600.00       |
| 19              | Well pump/motor maintenance and/or repairs   | 8              | HR          | \$ 85.00         | \$ 680.00         |
| 20              | Monthly monitoring of wellfield production of wells                                  | 312            | EA          | \$ 110.00        | \$ 34,320.00      |
| 21              | 360 Degree color video survey  | 12             | EA          | \$ 1,000.00      | \$ 12,000.00      |
| 22              | Dynamic downhole video survey  | 6              | EA          | \$ 1,800.00      | \$ 10,800.00      |
| 23              | Clean well casing and screen   | 6              | EA          | \$ 850.00        | \$ 5,100.00       |
| 24              | Well head/pump removal & reinstallation  | 12             | EA          | \$ 1,900.00      | \$ 22,800.00      |
| 25              | Chemical treatment/Well acidification  | 6              | EA          | \$ 2,000.00      | \$ 12,000.00      |
| 26              | Water storage tank residual cleaning   | 1              | EA          | \$ 6,000.00      | \$ 6,000.00       |
| 27              | Flow meter maintenance and calibration   | 6              | EA          | \$ 295.00        | \$ 1,770.00       |
| 28              | Mobilization/demobilization (max \$500)  | 12             | EA          | \$ 500.00        | \$ 6,000.00       |

**TOTAL BID \$ 261,435.05**

**CHECK TOTALS! The County is not responsible for mathematical errors.**

**INSTRUCTIONS**

Bids must be received no later than the date and time stated in the Advertisement. Bids received after that time & date will not be considered.

This form must be returned with bid. Bids on any other form will not be accepted.

Aquifer Maintenance & Performance Systems, Inc.  
 Company Name

7146 Haverhill Road N.  
 Street Address

West Palm Beach, FL 33407  
 City, State, Zip

(561) 494-2844  
 Telephone

James Murray  
 Name of Authorized Representative (Print)

President  
 Title

ampsilp@gmail.com  
 E-mail Address

James Murray  
 Authorized Signature