

CENTRAL SERVICES DEPARTMENT
Purchasing Division
Phone: 954-572-2274
Fax: 954-572-2278



August 30, 2016

Mr. James Murray
Aquifer Maintenance & Performance Systems Inc.
7146 Haverhill Road North
West Palm Beach, FL 33407

Re: RFP No. 12 (34) 12-16-08-22-H, Annual Wellfield Maintenance Services
Contract (12) C-21-H

Dear Mr. Murray:

The initial term of the above referenced Contract expired October 02, 2015. The Contract contains a provision which allows the City to renew this Contract for three (3) additional (1) one-year periods.

The City would like to renew the contract for the second (2), one-year extension period from October 3, 2016 through October 2, 2017.

Please indicate your concurrence by signing below. You may return this notice by fax or email and send the original by mail. My email address is jcurran@sunrisefl.gov and my fax number is 954-578-4809.

Please indicate your concurrence by signing below.

Sincerely,

John Curran
Procurement Specialist

We hereby acknowledge that the above contract will be renewed for one (1) year.

Authorized Signature: _____

A handwritten signature in blue ink, appearing to read "James Murray", is written over a horizontal line.

8/31/16
Date

CENTRAL SERVICES DEPARTMENT
Purchasing Division
Phone: 954-572-2274
Fax: 954-572-2278



September 16, 2015

Mr. James Murray
Aquifer Maintenance & Performance Systems Inc.
7146 Haverhill Road North
West Palm Beach, FL 33407

Re: RFP No. 12 (34) 12-16-08-22-H, Annual Wellfield Maintenance Services
Contract (12)C-21-H

Dear Mr. Murray

The initial term of the above referenced Contract will expire October 02, 2015. The Contract contains a provision which allows the City to renew this Contract for three (3) additional (1) one-year periods.

The City is renewing the contract for the initial one-year period from October 3, 2015 through October 2, 2016.

Please indicate your concurrence by signing below. You may return this notice by fax or email and send the original by mail. My email address is jcurran@sunrisefl.gov and my fax number is 954-578-4809.

Please indicate your concurrence by signing below.

Sincerely,

John Curran
Procurement Specialist

We hereby acknowledge that the above contract will be renewed for one (1) year

Authorized Signature: _____

A handwritten signature in black ink, appearing to read "James Murray", written over a horizontal line.

9/16/15
Date

**CONTRACT NO. (12)C-21-H
BETWEEN THE CITY OF SUNRISE, FLORIDA
AND AQUIFER MAINTENANCE & PERFORMANCE SYSTEMS, INC.
FOR ANNUAL WELLFIELD MAINTENANCE SERVICES**

THIS CONTRACT between the City of Sunrise, a municipal corporation of the State of Florida whose address is 10770 West Oakland Park Boulevard, Sunrise, Florida, 33351 (hereinafter referred to as "the City" or "the Owner") and Aquifer Maintenance & Performance Systems, Inc., a Corporation authorized to do business in the State of Florida, (hereinafter referred to as the "Contractor"), whose address is 7146 Haverhill Road North, West Palm Beach, FL 33407 and whose Federal Identification Number is 65-0071672, incorporates all Terms and Conditions and requirements of Bid or RFP number 12(34)12-16-08-22-H and Vendor' response by reference.

In consideration of the mutual terms and promises set forth below, the City and the Contractor agree as follows:

1. Services

The Contractor's responsibility under this contract is for Annual Wellfield Maintenance Services, and as further stated below in the Scope of Work section or as attached hereto in Exhibit "A", which is attached and made a part of this contract.

The City's representative/liaison during the performance of this contract shall be Doug Kerwin, telephone number (954)984-888-1016 or designee.

The Contractor's representative/liaison during the performance of this contract shall be Jim Murray, telephone number (954)984-325-1784 or designee.

2. Payments

The Contractor will bill the City at the completion of each job for services rendered toward the completion of the work defined herein at the rates listed in Exhibit "A". Submit invoices to:

City of Sunrise
Attn: Accounts Payable Dept.
10770 W. Oakland Park Blvd.
Sunrise, FL 33351

Invoices received from the Contractor pursuant to this contract will be reviewed and approved by the City's representative, indicating that services have been rendered in conformity with the contract and then will be sent to the Finance Department for payment. Invoices will generally be paid within thirty (30) days following the City representative's approval.

Final Invoice: In order for both parties herein to close their books and records, the Contractor will clearly state "final invoice" on the Contractor's final/last billing to the City. This certifies that all services have been properly performed and all charges and costs have been invoiced to the City. Since this account will thereupon be closed, any and other further charges, if not properly included on this final invoice, or which are in excess of the not to exceed amount, are waived by the Contractor.

jm

ak

3. Initial Contract Period and Contract Renewal

The initial Contract period shall be for three (3) years, commencing on the date this Contract is fully executed. In addition, contingent upon Budget approval, the City reserves the right to unilaterally renew the contract for three (3) additional one (1) year periods, under the same terms, conditions and specifications, by written notification to the vendor by the Purchasing Director.

In the event the services are scheduled to end either by contract expiration or by termination by the City of Sunrise (at the City's discretion), the Contractor shall continue the services, if requested by the City, until new services can be completely operational. At no time shall this transitional period extend more than one hundred eighty (180) days beyond the expiration date of the existing contract. The Contractor will be reimbursed for this service at the rate in effect when this transitional period clause is invoked by the City.

4. Access and Audits

The Contractor shall maintain adequate records related to all charges, expenses, and costs incurred in estimating and performing the work for at least three (3) years after completion of this contract. The City shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the Contractor's place of business.

5. Truth-In-Negotiation Certificate

Signature of this contract by the Contractor shall also act as the execution of a truth-in-negotiation certificate certifying that the wage rates, over-head charges, and other costs used to determine the compensation provided for in this contract are accurate, complete and current as of the date of the contract and no higher than those charged the Contractor's most favored customer for the same or substantially similar service. The said rates and costs shall be adjusted to exclude any significant sums should the City determine that the rates and costs were increased due to inaccurate, incomplete or noncurrent wage rates or due to inaccurate presentation of fees paid to outside Contractors. The City shall exercise its rights under this clause within three (3) years following final payment.

6. Insurance Requirements

Contractor agrees to maintain, on a primary basis and at its sole expense, at all times during the life of this contract the following insurance coverage, limits, including endorsements described herein. The requirements contained herein, as well as City's review or acceptance of insurance maintained by Contractor is not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by Contractor under this Contract.

Commercial General Liability: Contractor agrees to maintain Commercial General Liability at a limit of liability not less than \$1,000,000 Each Occurrence, and \$2,000,000 Annual Aggregate. Coverage shall not contain any endorsement(s) excluding nor limiting Product/Completed Operations, Contractual Liability or Cross Liability.

Business Automobile Liability: Contractor agrees to maintain Business Automobile Liability at a limit of liability not less than \$1,000,000 Each Occurrence. Coverage shall include liability for Owned, Non-Owned & Hired automobiles. In the event Contractor does not own automobiles, Contractor agrees to maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or

separate Business Auto Liability policy.

Worker's Compensation Insurance & Employers Liability: Contractor agrees to maintain Worker's Compensation Insurance & Employers Liability insurance.

Additional Insured: Contractor agrees to endorse the City as an Additional Insured on the Commercial General Liability with the following, or similar endorsement providing equal or broader Additional Insured coverage, the CG 2026 07 04 Additional Insured – Designated Person or Organization endorsement or the CG2010 07 04 Additional Insured – Owners, Lessees, or Contractors – Scheduled Person or Organization endorsement, including the additional endorsement of GC2037 10 01 Additional Insured – Owners, Lessees, or Contractors – Completed Operations shall be required to provide back coverage for the contractor's "your work" as defined in the policy and liability arising out of the products-completed operations hazard. The Additional Insured shall read "City of Sunrise."

Waiver of Subrogation: Contractor agrees by entering into this contract to a Waiver of Subrogation for each required policy herein. When required by the insurer, or should a policy condition not permit Contractor to enter into a pre-loss agreement to waive subrogation without an endorsement, then Contractor agrees to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which includes a condition specifically prohibiting such an endorsement, or voids coverage should Contractor enter into such an agreement on a pre-loss basis.

Certificate(s) of Insurance: Contractor agrees to provide City a Certificate(s) of Insurance evidencing that all coverage, limits and endorsements required herein are maintained and in full force and effect. Said Certificate(s) of Insurance shall include a minimum thirty (30) day endeavor to notify due to cancellation or non-renewal of coverage.

The Certificate Holder address shall read:

City of Sunrise
Attn: Purchasing Director
Purchasing Division
1601 NW 136 Ave, Bldg A, Suite 101
Sunrise, FL 33323

Umbrella or Excess Liability: Contractor may satisfy the minimum liability limits required above for Commercial General Liability or Business Auto Liability under an Umbrella or Excess Liability policy. There is no minimum Per Occurrence limit of liability under the Umbrella or Excess Liability; however, the Annual Aggregate limit shall not be less than the highest "Each Occurrence" limit for either Commercial General Liability or Business Auto Liability. Contractor agrees to endorse City as an "Additional Insured" on the Umbrella or Excess Liability, unless the Certificate of Insurance states the Umbrella or Excess Liability provides coverage on a "Follow-Form" basis.

Right to Revise or Reject: City reserves the right, but not the obligation, to revise any insurance requirement, not limited to limits, coverages and endorsements based on insurance market conditions affecting the availability or affordability of coverage; or changes in the scope of work / specifications affecting the applicability of coverage. Additionally, the City reserves the right, but not the obligation, to review and reject any insurance policies failing to meet the criteria

stated herein or any insurer providing coverage due to its poor financial condition or failure to operate legally.

7. Performance & Payment Bonds Not Applicable

8. Termination For Governmental Non-Appropriations

The City is a bona fide governmental entity of the State of Florida with a fiscal year ending on September 30 of each calendar year. If the City does not appropriate sufficient funds to purchase the quantities required under this contract for any of the City's fiscal years subsequent to the one in which the contract is executed and entered into, then this contract shall be terminated effective upon expiration of the fiscal year in which sufficient funds to continue satisfaction of the City's obligation under this contract were last appropriated by the City and the City shall not, in this sole event be obligated to make any further purchases beyond said fiscal year.

9. Termination For Cause

This Agreement may be terminated by either party upon three (3) calendar days written notice to the other party, should such other party fail substantially to perform in accordance with its material terms through no fault of the party initiating the termination. In the event the Contractor abandons this Agreement or causes it to be terminated by the CITY, the Contractor shall indemnify the CITY against any loss pertaining to this termination. In the event that the Contractor is terminated by the CITY for cause and it is subsequently determined by a court of competent jurisdiction that such termination was without cause, such termination shall thereupon be deemed a termination for convenience under Section 10. and the provisions of Section 10. shall govern.

10. Termination For Convenience

This contract may be terminated by the City without cause upon thirty (30) days written notice to the Contractor. In the event of such a termination without cause, the Contractor shall be compensated for all work completed and accepted by the City's Representative as authorized herein, together with reimbursable expenses incurred. In such event, the Contractor shall promptly submit to the City its invoice for final payment and reimbursement under the terms of this contract.

11. Indemnification

Contractor shall indemnify and hold harmless City, its officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of Contractor and persons employed or utilized by Contractor in the performance of this Contract. This indemnification shall survive the term of this Contract.

12. Independent Contractor

The Contractor is an independent Contractor under this contract. Personal services provided by the Contractor shall be by employees of the Contractor and subject to supervision by the Contractor, and are not officers, employees, or agents of the City. Personnel policies, tax responsibilities, purchasing policies and other similar administrative procedures applicable to services rendered under this contract shall be those of the Contractor.

13. Authority to Practice

The Contractor hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business

activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the City's representative upon request.

14. Severability

If any term or provision of this contract or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this contract, or the application of such terms or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this contract shall be deemed valid and enforceable to the extent permitted by law.

15. Governing Law/Jurisdiction/Venue

This Contract shall be construed in accordance with and governed by the law of the State of Florida. Venue for any action arising out of or relating to this Contract shall lie in Broward County, Florida. Both parties hereby agree to waive a jury trial and will proceed to a trial by judge, if necessary. Except as set forth in paragraph 11, each party will be responsible for their own attorney's fees and costs.

16. Successors and Assigns

The City and Contractor bind themselves, their successors, assigns and legal representatives to the other party hereto and to successors, assigns and legal representatives of such other party in respect to covenants, agreements and obligations contained in this contract. The Contractor shall not assign this contract without written consent of the City.

17. Subcontracting

The City reserves the right to accept the use of a subcontractor, or to reject the selection of a particular subcontractor and to inspect all facilities of any subcontractors in order to make a determination as to the capability of the subcontractor to perform properly under this contract. If a subcontractor fails to perform or make progress, as required by this contract, and it is necessary to replace the subcontractor to complete the work in a timely fashion, the Contractor shall promptly do so, subject to acceptance of the new subcontractor by the City.

18. Conflict of Interest

The Contractor represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance or services required hereunder, as provided for in Section 112.311, Florida Statutes. The Contractor further represents that no person having any interest shall be employed for said performance.

19. Contingent Fees

The Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor to solicit or secure this contract and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Contractor, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this contract.

20. Nondiscrimination

The Contractor warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, or sexual orientation.

21. Public Entity Crimes

As provided in Sections 287.132 and 287.133, Florida Statutes, by entering into this contract or performing any work in furtherance hereof, the Contractor certifies that it, its affiliates, suppliers, subcontractors and Contractors who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the 36 months immediately preceding the date hereof. This notice is required by Section 287.133(3)(a), Florida Statutes.

22. Modifications of Work

If the City requires miscellaneous additional work or materials not delineated in the Bid but within the general Scope of Work, the Contractor shall submit a detailed written proposal to the authorized City representative. If the proposal is approved, the Contractor shall receive authorization to proceed by receipt of a purchase order incorporating the Contractor's proposal.

The City reserves the right to make changes in Scope of Services, including alterations, reductions therein or additions thereto. Upon receipt by the Contractor of the City's notification of a contemplated change, the Contractor shall, in writing: (1) provide a detailed estimate for the increase or decrease in cost due to the contemplated change, (2) notify the City of any estimated change in the completion date, and (3) advise the City if the contemplated change shall affect the Contractor's ability to meet the completion dates or schedules of this contract. The parties agree to negotiate in good faith changes in the Scope of Services that may occur.

If the City so instructs in writing, the Contractor shall suspend work on that portion of the Scope of Services affected by a contemplated change, pending the City's decision to proceed with the change.

If the City elects to make the change, the City shall initiate a Contract Amendment and the Contractor shall not commence work on any such change until such written amendment is signed by the Contractor and approved and executed by the City's representative and Purchasing Director.

23. Notice

All written notices required in this contract shall be sent by certified mail, return receipt requested, and if sent to the City, shall be mailed to:

Purchasing Director
City of Sunrise
10770 W. Oakland Park Blvd.
Sunrise, FL 33351

cc: City Attorney
City of Sunrise
10770 W. Oakland Park Blvd.
Sunrise, FL 33351

If sent to the Contractor, shall be mailed to:

Aquifer Maintenance & Performance Systems, Inc.,
President
7146 Haverhill Road North,
West Palm Beach, FL 33407

24. No Damages for Delay

The CONTRACTOR shall not be entitled to any claim for damages including, but not limited to, loss of profits, loss of use, home office overhead expenses, equipment rental and similar costs, on account of delays in the progress of the Project from any cause whatsoever including an act or neglect of the CITY, adverse weather conditions, and act of God, strike, war or national disaster or emergency, unusual delay in deliveries, unusual delay in procuring permits, differing site conditions, unavoidable casualties or other causes beyond the CONTRACTOR'S control, or by delay authorized by the CITY, or by other causes which the CONTRACTOR determines may justify delay. The CONTRACTOR'S sole recovery and sole remedy for any such delay shall be a reasonable extension of time and a revision to the Project Schedule as determined by the CITY. However, additional costs to the CONTRACTOR or delays in the CONTRACTOR'S performance caused by improperly timed activities shall not be the basis for granting a time extension. If the CONTRACTOR wishes to make a claim for an increase in time of performance, written notice of such claim shall be made to the CITY within ten (10) working days after the occurrence of the event, or the first appearance of the condition giving rise to such claim. The CITY'S representative shall determine whether or not the CONTRACTOR is entitled to a time extension for the delay. The failure of the CONTRACTOR to give such notice shall constitute a waiver of any claim under this section.

25. Entirety of Contract

The City and the Contractor agree that this contract sets forth the entire contract between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this contract may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto with the same formality as this contract. Any alteration of the Terms & Conditions of this contract must be contained in the Deviation Page after approval by the City Attorney and Vendor to be binding.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK AND SIGNATURES FOLLOW ON ATTACHED PAGE]

IN WITNESS WHEREOF, the Purchasing Director, authorized to execute same by City Commission, has made and executed this contract on behalf of the City the day and year below written and Contractor has hereunto set its hand the day and year below written.

CITY OF SUNRISE

By: Ann Potter
Print: Ann Potter
Title: Acting Purchasing Director
Date: 10/3/12

AQUIFER MAINTENANCE & PERFORMANCE SYSTEMS, INC.

Dubbin Jones
Witness
[Signature]
Witness
[Signature]

By: James Murray
Print: James Murray
Title: Pres.
Date: 9/20/12

CONTRACT DEVIATION PAGE

The following paragraphs are to replace the existing paragraphs in the contract or if indicated, are an addition or deletion to the contract.

26 Terms Relating To Price

Unless otherwise noted by the City, all prices shall be firm through the period of the Contract or purchase order and shall not be subject to increase. In the event of a manufacturer's or Vendor's price decrease during the Contract period, the City shall receive the full benefit of such price reduction on any undelivered goods or services on an existing purchase order and on any subsequent order placed during the Contract period. The Director of Purchasing must be notified in writing of any price reduction within five (5) days of the effective date. Failure to report price reductions may result in cancellation of Contract for cause, pursuant to these Terms and Conditions.

In the event of a manufacturer's price increase during the Contract period, the Vendor shall submit proof from the manufacturer of said increase, and the City may accept the price increase at the time of Contract renewal, or terminate or re-bid the Contract, in whole, or in part, whichever is in the best interest of the City.

The cost of all services as bid herein shall remain firm for the first year of the Contract. Costs for subsequent years and any extension term years shall be subject to an adjustment only if increases occur in the industry. However, unless very unusual and significant changes have occurred in the industry, such increases shall not exceed 5% per year or, the latest yearly percentage increase in the All Urban Consumers Price Index (CPI-U) (National) as published by the Bureau of Labor Statistics, U.S. Dept of Labor whichever is less. The yearly increase, or decrease in the CPI shall be that latest index published and available ninety (90) days prior to the end of the Contract year then in effect compared to the index for the same month one year prior. Any requested cost increase shall be fully documented and submitted to the City at least sixty (60) days prior to the Contract anniversary date. Any approved cost adjustments shall become effective upon the anniversary date of the Contract. In the event the CPI or industry costs decline, the City shall have the right to receive, from the Vendor, a reasonable reduction in costs that reflect such cost changes in the industry.

The City may, after examination, refuse to accept the adjusted costs if they are not properly documented, increases are considered to be excessive, or decreases are considered to be insufficient. In the event the City does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of the City, the Contract may be cancelled by the City upon giving thirty (30) days written notice to the Vendor.

27 Compliance With Occupational Safety And Health Act

If applicable, Vendor certifies that all material, equipment, etc. contained in the bid meets all O.S.H.A. requirements. Bidder further certifies that if he/she is the successful Bidder, and the material, equipment, etc., delivered is subsequently found to be deficient in any O.S.H.A. requirement in effect on date of delivery, all costs necessary to bring the material, equipment, etc., into compliance with the aforementioned requirements shall be borne by Vendor.

28. Storage, Removal and Disposal of Solid Waste/Construction Debris

The Contractor must comply with Section 12-11 of the City Code, which reads as follows:

"All solid waste on construction sites shall be contained on site and shall be secured as provided in Section 12-5 (bagged, bundled or stored in a container) while awaiting removal and disposal.

Only containers ("dumpsters" or "roll offs") for solid waste may be used, borrowed, or rented which are obtained from, or are the property of a City-franchised solid waste hauler and the name of the owner shall be clearly indicated on such containers. Only solid waste haulers that possess a franchise from the City may remove and dispose of solid waste, construction debris or recyclables from within the City."

29. Security

All personnel shall report to the Security Guard or Operator on duty at any each site for check-in upon arrival at any Utility location. Photo identification of person, their purpose of visit and contact person at Utilities who will accompany while on City property shall be required for entry. Upon leaving the premises, all personnel shall be required to check out with the Security Guard or Operator on duty. Contractor shall be responsible for complying with these procedures. The Contractor shall be required to complete and return the attached SECURITY PROCEDURE FORM, Exhibit "C".

CITY OF SUNRISE

By: Ann Potter

Print: Ann Potter

Title: Acting Purchasing Director

Date: 10/3/12

AQUIFER MAINTENANCE & PERFORMANCE SYSTEMS, INC.

By: James Murray

Print: JAMES MURRAY

Title: Pres

Date: 9/20/12

Debbie Jones
Witness
[Signature]
Witness

EXHIBIT "A"

SPECIFICATIONS

Annual Wellfield Maintenance and emergency repair services for 30 wells. The work shall include furnishing all labor, transportation, tools, equipment and services as specified herein.

WELLFIELD LOCATIONS

Springtree Wellfield, 4350 Springtree Drive, Sunrise, Florida, 33351

15 Wells: #2, 7, 8, 10, 11, 12, 13, 14, 15, 16, 17, 19, 20, 21, 22 (Attachment "A")

Southwest Wellfield, 15400 Watermill Drive, Davie, Florida 33331

3 Wells: #1, #2, #3 (Attachment "B")

Sawgrass Wellfield, 2555 Panther Parkway, Sunrise, Florida 33323

6 Wells: #1, #3, #4, #5, #6, #8 (Attachment "C")

Flamingo Wellfield, 12855 NW 8th Street, Sunrise, Florida 33325

4 Wells: #1, #2, #3, #4, (Attachment "D")

Upon inspection, if the awarded Contractor finds any discrepancies in our information, they shall report them to the City's designated representative.

Only personnel who have been trained in OSHA Safety and Chemical Handling shall be used to perform the work.

All work shall be performed under the direct supervision of an experienced water well driller and corrosion expert satisfactory to the City.

MONTHLY MONITORING/TESTING

1. Contractors shall monitor/test each well monthly and submit a report to the designated City representative. Contractor shall test wells for water production. Only three (3) wells can be shut down at a time.

Tests shall include:

Testing for water flow, production gallons per minute (GPM)

Testing for well pounds per square inch (PSI)

Testing for well draw downs (draw down = difference between the static water level and the pumping water level)

The monthly report shall include any recommendation of required chemical treatments or well rehabilitation as a result of the above tests.

CHEMICAL TREATMENTS

Chemical treatment recommendations shall be based on information gathered from the monitoring. The City's designated representative will review the treatment recommendations provided in the monthly report and a treatment schedule will be provided to the Contractor if required. Chemical treatments by the Contractor shall be in accordance with any/all Government (Federal/State) regulatory requirements.

Chemical injections are to be performed using a stabilized sodium hypochlorite solution with makeup water, which is totally ionized before blending. The chemicals will then be injected into the existing wellhead through a City approved sanitary port, installed by the Contractor. During the installation, the Contractor will follow all the State Well Head Sanitary Protection Rulings. The chemical treatments shall be performed using solution ranges from 50 PPM to 1000 PPM and amounts ranging from one to three hole volumes. These concentrations and amounts will be based on the monitoring results and historical performance information. The total volume of solution will be pumped into 250-gallon increments with specific gravity recorded on each batch. Total set time for the chemicals will be based on the total chemical residual following the injection (4 to 12 hours).

Concentrations and types of chemicals may be adjusted based on monitoring results, with the approval from the City.

COMPLETE WELL REHABILITATION

If during monthly monitoring it is determined that well rehabilitation is necessary, the rehabilitation work shall include:

- 1) Pump efficiency test.
- 2) Mobilize, remove and inspect production pump.
- 3) Initial color down hole video survey.
- 4) Brush casing, remove loose fill via air-reverse method.
- 5) Chlorinate and surge with 2000 Ppm chlorine.
- 6) Allow overnight sterilization.
- 7) Airlift residual chemicals.
- 8) Prepare wellhead for acid.
- 9) Install injection equipment.
- 10) Inject 500 gallons of 15% acid.
- 11) Airlift spent acid (direct air method).
- 12) Repeat acid treatment.
- 13) Post chlorination. Disinfection of the well is in accordance with AWWA Standard C654-03 Disinfection of Wells.
- 14) Reset pump and perform specific capacity test.
- 15) Post treatment color video survey.
- 16) Test Specific Capacity (SC)* after each well rehabilitation is completed.

*Specific Capacity (SC) can be checked via air line readings.

In collecting data for the calculation it is critical to measure the water levels only after they have stabilized. SC guidelines (AWWA OPFLOW January 2002) are:

Full recovery of capacity is probable with normal rehabilitation work if SC current is greater than 85% of SC original.

Full recovery of capacity may still be possible, but more extensive work will be needed if SC current is less than 85% of SC original but greater than 60% of SC original.

Full recovery of capacity is unlikely if SC current is less than 60% of SC original.

The well may be unsalvageable if the SC drops below 40% of the original.

Contractor shall have all necessary equipment to perform a well rehabilitation. This equipment should include casing brushes, jet tools, reverse isolation tools and fishing tools.

CALIBRATION OF FLOW METERS

The Contractor shall calibrate fifteen (15) flow meters at the Springtree facility (4350 Springtree Drive, Sunrise, Florida 33351) at least once per year. Calibration shall meet State of Florida, Department of Environment (DEP) standards.

OTHER REQUIREMENTS:

DISPOSAL GUIDELINES

Contractor shall supply all tanks, discharge lines and permits for disposal of all materials used during any rehabilitation or well testing. Work shall be done in accordance with local and state laws, ordinances and codes. All materials shall be disposed of in accordance with all regulatory requirements.

WELDING

All field welding will be performed in accordance with the American Welding Society standards (AWS). All welding procedures used to fabricate pipe shall be pre-qualified under the provisions of ANSI/AWS D1.1 – Structural Welding Code. Welding procedures shall be required for longitudinal and girth or spiral welds for pipe cylinders, spigot and bell ring attachments, reinforcing plates and ring flange welds, and plates for lug connections. All welding shall be done by skilled welders, welding operators, and tackers who have had adequate experience in the in the methods and materials to be used. Welders shall be qualified under the provisions of ANSI/AWS D1.1 by an independent local, approved testing agency not more than six months prior to commencing work on the qualifications tests. The Contractor shall furnish all material and bear the expense of qualifying welders at no increased cost to the City.

EQUIPMENT

Cranes used for enclosed wells shall have a capacity of 20,000 pounds straight line and 76 feet of lift within a distance of 20 feet from the well.

All field operations will be in accordance with AWWA, EPA, FDEP and the South Florida Water Management District.

RESPONSE TIME

Non-Emergency Response: Upon notification from the City's designated representative to trouble-shoot repair of wells, Contractor shall respond as follows:

Call back within eight (8) hours.
Respond on-site within 24 hours.
Complete repairs within 24 hours.

Emergency Response: If the City's designated representative determines that emergency repairs are needed, the Contractor shall respond and be on site within two (2) hours. Emergency actions and tasks required for well operation including trouble-shooting, written estimate, repair and/or replacement shall be completed within 24 hours.

If it becomes necessary to airfreight parts due to urgent need, the Contractor will be reimbursed for the freight cost upon submission of the air bill.

Response shall be within the normal working hours of the user, Monday through Friday, 8:00 am to 4:00 pm, excluding City holidays.

ADDITIONAL REPAIRS AND/OR REPLACEMENT

When equipment problems and/or failures are detected during monthly monitoring that requires rehabilitation, repair or replacement, the Contractor shall notify the operator on duty and shall provide the City's designated representative with a written proposal, including information specified below, within two (2) working days after notification.

Cost of parts and materials shall be paid at Contractor's cost plus fifteen percent (15%). The City reserves the right to inspect invoices for materials used, if deemed necessary.

The Contractor shall recommend if any well repair exceeds the benefits of service requirements or the cost of replacement parts for an existing well. All materials used in well repair, replacement and permanent installation will be new.

The Contractor shall be responsible for disconnecting, installing and reconnecting well equipment and all component parts for repairs or replacements. Any damage caused to equipment or wells by the Contractor shall be repaired at no additional cost to the City.

WRITTEN PROPOSALS FOR ADDITIONAL WORK

When additional work is required, the Contractor shall provide a written proposal including the number of hours estimated to complete the work and a complete list, including cost of required parts and materials. Vendor shall indicate on Bid Sheet the percentage mark up for parts and materials. If requested by the City, the Contractor shall furnish a copy of the invoice(s) from his supplier for parts, supplies and materials.

No work may begin without proper authorization from the City. If a mutual agreement cannot be reached between the City's designated representative and the Contractor, the City reserves the right to repair or replace the specific item in question using any other procurement means available to the City.

ADDITIONAL LOCATIONS

The City reserves the right to add additional locations for monthly maintenance/testing. The rates shall be as indicated herein (Exhibit "B").

PERMITS

Contractor shall procure any City, County and State permits and licenses, charges and fees and give all notices necessary and incidental to the due and lawful prosecution of the work. The City shall reimburse the Contractor at cost for any permits obtained upon receipt of an invoice and proof of payment.

ATTACHMENT "A"

LOCATIONS

SPRINGTREE WELLFIELD - 4350 SPRINGTREE DR. - SUNRISE, FL. 33351

| Well Number* | 2 | 7 | 8 | 10 | 11 |
|--------------------------------------|--------------|--------------|--------------|--------------|--------------|
| Year Drilled | 1971 | 1973 | 1973 | 1974 | 1974 |
| Depth Drilled | 106' | 76'6" | 73" | 105' | 102' |
| Length, outside casing | 70' | 68" | 66'7" | 80' | 84' |
| Diameter, outside casing | 18" | 18" | 18" | 18" | 18" |
| Material, outside casing | Black Steel | Black Steel | Black Steel | Black Steel | Black Steel |
| Depth to static water level | 27.5' | 31' | 27' | 18' | 24' |
| Normal suction lift (wkng. Level) | 50' | 50' | 43' | 30' | 40' |
| Normal yield, GPM | 681 | 470 | 740 | 900 | 900 |
| Test yield, GPM | 1000 | 1000 | 1000 | 1000 | 1000 |
| Type of grout | unknown | unknown | unknown | unknown | unknown |
| Drilling method | Rotary Drill | Rotary Drill | Rotary Drill | Rotary Drill | Rotary Drill |
| Type of strainer | Keystone | Keystone | Keystone | Keystone | Keystone |
| Depth to top of strainer | 50' | 50' | 50' | 50' | 50' |
| Protection from surface water? | Sealed Head | Sealed Head | Sealed Head | Sealed Head | Sealed Head |
| Is inundation of well possible | No | No | No | No | No |
| Salt intrusion noted in past? | No | No | No | No | No |
| Has the well ever been contaminated? | No | No | No | No | No |
| Pump manufacturer name | Grundfos | Goulds | Grundfos | Grundfos | Grundfos |
| Model number | 12IW12 | 12NKH2 | 12NKH2 | 12KKH2 | 12KKH2 |
| Capacity | 1000 GPM | 1000 GPM | 1000 GPM | 1000 GPM | 1000 GPM |
| Check valve present in line? | Yes | Yes | Yes | Yes | Yes |
| Maintenance/Test schedule | Monthly | Monthly | Monthly | Monthly | Monthly |

ATTACHMENT "A" (Continued)

SPRINGTREE WELLFIELD - 4350 SPRINGTREE DR. - SUNRISE, FL. 33351

| Well Number* | 12 | 13 | 14 | 15 | 16 |
|--------------------------------------|--------------|--------------|--------------|--------------|--------------|
| Year Drilled | 1974 | 1974 | 1974 | 1974 | |
| Depth Drilled | 104' | 86' | 86' | 107' | 108' |
| Length, outside casing | 80' | 80' | 84' | 83' | 84' |
| Diameter, outside casing | 18" | 18" | 18" | 18" | 18" |
| Material, outside casing | Black Steel | Black Steel | Black Steel | Black Steel | Black Steel |
| Depth to static water level | 30' | 27' | 28' | 29' | 19' |
| Normal suction lift (wkng. Level) | 40' | 27' | 32' | 48' | 29' |
| Normal yield, GPM | 900 | 900 | 900 | 900 | 900 |
| Test yield, GPM | 1000 | 1000 | 1000 | 1600 | 1122 |
| Type of grout | unknown | unknown | unknown | unknown | unknown |
| Drilling method | Rotary Drill | Rotary Drill | Rotary Drill | Rotary Drill | Rotary Drill |
| Type of strainer | Keystone | Keystone | Keystone | Keystone | Keystone |
| Depth to top of strainer | 50' | 50' | 50' | 50' | 50' |
| Protection from surface water? | Sealed Head | Sealed Head | Sealed Head | Sealed Head | Sealed Head |
| Is inundation of well possible | No | No | No | No | No |
| Salt intrusion noted in past? | No | No | No | No | No |
| Has the well ever been contaminated? | No | No | No | No | No |
| Pump manufacturer's name* | Grundfos | Grundfos | Grundfos | Grundfos | Grundfos |
| Model number | 12KKH2 | 12KKH2 | 12HAH2 | 12KKH2 | 12NKH2 |
| Capacity | 1000 GPM | 1000 GPM | 1000 GPM | 1000 GPM | 1000 GPM |
| Check valve present in line? | Yes | Yes | Yes | Yes | Yes |
| Maintenance schedule (day/mo.) | Monthly | Monthly | Monthly | Monthly | Monthly |

ATTACHMENT "A" (Continued)

SPRINGTREE WELLFIELD - 4350 SPRINGTREE DR. - SUNRISE, FL. 33351

| Well Number* | 17 | 19 | 20 | 21 | 22 |
|--------------------------------------|-------------|--------------|--------------|------------------|--------------|
| Year Drilled | 1999 | 1993 | 1993 | 1993 | 1993 |
| Depth Drilled | 125' | 118' | 120' | 115' | 118' |
| Length, outside casing | 85' | 97' | 97' | 98' | 97' |
| Diameter, outside casing | 20" | 18" | 18" | 18" | 18" |
| Material, outside casing | PVC | Black Steel | Black Steel | Black Steel | Black Steel |
| Depth to static water level | 29' | 40' | 43' | 41' | 41' |
| Normal suction lift (wkng. level) | 37' | 70' | 66' | 63' | 56' |
| Normal yield, GPM | 1000 | 1000 | 1350 | 1000 | 1400 |
| Test yield, GPM | 920 | 1000 | 1055 | 1025 | 1200 |
| Type of grout | Neat | unknown | unknown | unknown | unknown |
| Drilling method | Mud Rotary | Rotary Drill | Rotary Drill | Rotary Drill | Rotary Drill |
| Type of strainer | N/A | Keystone | Keystone | Keystone | Keystone |
| Depth to top of strainer | N/A | 53' | 53' | 53' | 53' |
| Protection from surface water? | Sealed Head | Sealed Head | Sealed Head | Sealed Head | Sealed Head |
| Is inundation of well possible | No | No | No | No | No |
| Salt intrusion noted in past? | No | No | No | No | No |
| Has the well ever been contaminated? | No | No | No | No | No |
| Pump manufacturer's name* | Grundfos | Grundfos | I.R.* | Centripro | J-line |
| Model number | N/A | 12KKK2 | 12NKH2 | 12KKK2 | 12NKH2 |
| Capacity | 1000 GPM | 1000 GPM | 1350 GPM | 1000 GPM | 1400 GPM |
| Check valve present in line? | Yes | Yes | Yes | Yes | Yes |
| Maintenance/Test schedule | Monthly | Monthly | Monthly | Monthly | Monthly |

*I.R. = Ingersall Rand

ATTACHMENT "B"

Southwest Wellfield, 15400 Watermill Drive, Davie, Florida 33331

| Well Number* | 1 | 2 | 3 |
|---|-----------------------|-----------------------|------------------|
| Existing/Proposed | Existing | Existing | Existing |
| Diameter (Inches) | 12 | 12 | 12 |
| Total Depth | 60' | 60' | 60' |
| Cased Depth | 40' | 42' | 40' |
| Screened Interval | - | - | - |
| Pumped or Flowing | Pumped | Pumped | Pumped |
| Working Valve If Artesian (Yes/No) | N/A | N/A | N/A |
| PGMP Manufacturer and Model No. | Worthington 10M-75 | Worthington 10M-75 | Peerless 10MA |
| Pump (Centrifugal, Type Jet, Deep Jet, Turbine, Etc.) | Turbine | Turbine | Turbine |
| Intake Depth (NGVD) | -32 | -34 | -32 |
| Pump Capacity (GPM at __Ft. of Head at __PSI) | 700 GPM @ 35' | 700 GPM @ 35' | 700 GPM @ 35' |
| Active (Yes/No) | Yes | Yes | Yes |
| Year Drilled | 1983 | 1983 | 1983 |
| Type of Meter | 6" Turbine | 6" Turbine | 6" Turbine |
| Maintenance/Test schedule | Monthly | Monthly | Monthly |

ATTACHMENT "C"

SAWGRASS WELLFIELDS AT NATIONAL CAR CENTER ARENA

| Well Number* | 1 | 3 | 4 | 5 | 6 | 8 |
|--------------------------------------|-------------------|------------------|-------------------|------------------|-------------------|-------------------|
| Year Drilled | 1997 | 1997 | 1997 | 1997 | 1997 | 1997 |
| Depth Drilled | 95' | 95' | 95' | 95' | 95' | 95' |
| Length, outside casing | 76' | 73' | 75' | 72' | 68' | 72' |
| Diameter, outside casing | 30' | 20" | 20" | 20" | 20" | 20" |
| Material, outside casing | Steel | PVC | PVC | PVC | PVC | PVC |
| Depth to static water level | Not Available | 1.4 | 2.3 | 5 | 2.9 | 2.1 |
| Normal suction lift (wkng. level) | Not Available | 5.5 | 7.5 | 8.3 | 8.0 | 9.0 |
| Normal yield, GPM | 2100 | 2100 | 2100 | 2100 | 2100 | 2100 |
| Test yield, GPM | 3100 | 3880 | 3500 | 3900 | 3900 | 3500 |
| Type of grout | Neat | Neat | Neat | Neat | Neat | Neat |
| Drilling method | Mud Rotary | Mud Rotary | Mud Rotary | Mud Rotary | Mud Rotary | Mud Rotary |
| Type of strainer | N/A | N/A | N/A | N/A | N/A | N/A |
| Depth to top of strainer | N/A | N/A | N/A | N/A | N/A | N/A |
| Protection from surface water? | Yes | Yes | Yes | Yes | Yes | Yes |
| Is inundation of well possible | No | No | No | No | No | No |
| Salt intrusion noted in past? | No | No | No | No | No | No |
| Has the well ever been contaminated? | NO | No | No | No | No | No |
| Pump manufacturer's name | Johnston | Johnston | Johnston | Johnston | Johnston | Johnston |
| Model number | 136 HC 2 stage | 136HC 2 stage | 136 HC 2 stage | 136HC 2 stage | 136 HC 2 stage | 136 HC 2 stage |
| Capacity | 2000 GPM | 2000 GPM | 2000 GPM | 2000 GPM | 2000 GPM | 2000 GPM |
| Check valve present in line? | Yes | Yes | Yes | Yes | Yes | Yes |
| Maintenance/Test schedule | Monthly | Monthly | Monthly | Monthly | Monthly | Monthly |

ATTACHMENT "D"

Flamingo Wellfield, 2555 Panther Parkway, Sunrise, Florida 33323

| Well Number* | 1 | 2 | 3 | 4 |
|--------------------------------------|--------------|--------------|--------------|--------------|
| Year Drilled | 2007 | 2007 | 2007 | 2007 |
| Depth Drilled | 84' | 84' | 84' | 84' |
| Length, outside casing | 68' | 68' | 68' | 68' |
| Diameter, outside casing | 24" | 24" | 24" | 24" |
| Material, outside casing | Steel | Steel | Steel | Steel |
| Depth to static water level | N/A | N/A | N/A | N/A |
| Normal suction lift (wkng. Level) | N/A | N/A | N/A | N/A |
| Normal yield, GPM | 2600 | 2600 | 2600 | 2600 |
| Test yield, GPM | 3400 | 3400 | 3400 | 3400 |
| Type of grout | Cement | Cement | Cement | Cement |
| Drilling method | Rotary Drill | Rotary Drill | Rotary Drill | Rotary Drill |
| Type of strainer | unknown | unknown | unknown | unknown |
| Depth to top of strainer | 30' | 30' | 30' | 30' |
| Protection from surface water? | Sealed Head | Sealed Head | Sealed Head | Sealed Head |
| Is inundation of well possible | No | No | No | No |
| Salt intrusion noted in past? | No | No | No | No |
| Has the well ever been contaminated? | No | No | No | No |
| Pump manufacturer's name* | Goulds | Goulds | Goulds | Goulds |
| Model number | 14RHHC | 14RHHC | 14RHHC | 14RHHC |
| Capacity | 3400 GPM | 3400 GPM | 3400 GPM | 3400 GPM |
| Check valve present in line? | Yes | Yes | Yes | Yes |
| Maintenance/Test schedule | Monthly | Monthly | Monthly | Monthly |

EXHIBIT "B"
PRICING

| <u>DESCRIPTION</u> | <u>COST</u> |
|-------------------------------------|-------------------|
| Monthly Monitoring/Testing of wells | \$225.00 each |
| Chemical Treatments | \$395.00 each |
| Complete Well Rehabilitation | \$6,995.00 each |
| Calibration of Well Flow Meters | \$395.00 each |
| Hourly Rate-non emergency: | \$135.00 per hour |
| Hourly Rate-emergency response | \$205.00 per hour |
| Parts/Materials | 15% mark-up |

EXHIBIT "C"

SECURITY PROCEDURE FORM

The Vendor shall be responsible for and required to complete a VENDOR PASS REQUEST FORM, with photo identification of all personnel authorized to be at Utility sites. Changes in personnel, additions and/or deletions, shall be reported to the City's designated representative in the Utilities Department within twenty-four (24) hours of the change in writing via fax to 954-846-7404.

All personnel shall report to the Security Guard or Operator on duty at each site for check-in upon arrival at any Utility location. Photo identification of person, their purpose of visit, and name of contact person at Utilities, shall be required for entry.

Vendor shall ensure that only authorized Vendor employees, subvendors or agents shall have access to Vendor City vehicles, work site, equipment, work products, reports, electronic data and any and all other information in any written or verbal format pertaining to the City of Sunrise. Vendor shall not admit any unauthorized personnel onto any Utility site. Vendor will not release, discuss or share any information on Utility system, equipment and or operations, to any non-City personnel.

Upon leaving Utilities premises, all personnel shall be required to check out with the Security Guard or Operator on duty.

This requirement and responsibility of Vendor shall remain for the Agreement term and Agreement extensions. Any references of Vendor personnel herein shall include employees, subvendors or agents of Vendor. This facility access requirement is to assure security to City's facilities and shall be considered a material term of this Agreement. Vendor shall have no claim or rights against City for its failure to comply with this requirement and shall be responsible to timely complete its work under the terms of the Agreement.

The foregoing has been read and is acknowledged by the following authorized representative.

(Company Name)
By: _____
Its: _____
Date: _____

