



## **SOUTHERN IDAHO SOLID WASTE**

### **SISW 2023 GROUNDWATER MONITORING WELL CONSTRUCTION PROJECT**



*ENGINEER:*

*PARAGON CONSULTING, INC.  
157 W. 4<sup>th</sup> St.  
Kuna, Idaho 83634*

*Telephone: (208) 922-9138*

*OWNER:*

*SOUTHERN IDAHO SOLID WASTE  
1050 W. 400 S.  
Burley, ID 83318*

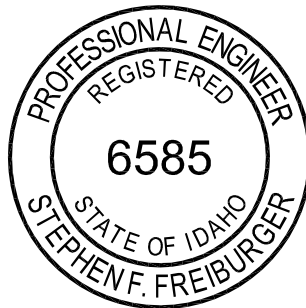
*Telephone:(208) 432-9082*

SOUTHERN IDAHO SOLID WASTE

SISW 2023 GROUNDWATER MONITORING WELL  
CONSTRUCTION PROJECT



PREPARED BY



A handwritten signature in black ink, appearing to read "Stephen F. Freiburger".

**Original Signed By: Stephen F. Freiburger, PE**  
**Date Original Signed: 8/11/2023**  
**Original On File At: Paragon Consulting, Inc.**

157 W. 4<sup>TH</sup> ST.  
KUNA, ID 83634

PARAGON CONSULTING, INC.

4103 N. 1200 E.  
BUHL, ID 83316

SOUTHERN IDAHO SOLID WASTE

SISW 2023 GROUNDWATER MONITORING WELL  
CONSTRUCTION PROJECT

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# **NOTICE OF BID OPENING**

NOTICE IS HEREBY GIVEN that Southern Idaho Solid Waste will receive bids until 2:30 p.m. on August 30, 2023, at their office located at the Milner Butte Landfill, 1050 W 400 S, Burley, Idaho, and at 3:00 p.m. the bids will be publicly opened and read for the:

## **SISW 2023 GROUNDWATER MONITORING WELL CONSTRUCTION PROJECT**

This project consists of drilling at least one and up to three 8-in diameter monitoring wells, approximately 700-ft deep. It will include installing a stainless-steel screen and a 4-in diameter stainless-steel casing. There will also be a sand pack in the screened zone and a seal from the top of the sand pack to the surface. The bidding documents intend to describe the work required to complete this project in sufficient detail to secure comparable bids. All parts or work not specifically mentioned which are necessary in order to provide a complete installation shall be included in the bid and shall conform to all Local, State, and Federal requirements.

The Project Bid Documents, Drawings, and Exhibits may be examined and obtained at the following locations:

- 1) Milner Butte Landfill, 1050 W 400 S, Burley, ID
- 2) Paragon Consulting, Inc., 157 West 4<sup>th</sup> Street, Kuna, Idaho 83634 (Issuing Office)

Copies of these documents may be purchased for a non-refundable fee of \$50.00 for each set. A \$10.00 shipping charge, non-refundable, will be assessed on all mailed documents. An electronic copy of the documents may be obtained via email, free of charge, by contacting the issuing office.

An optional pre-bid meeting will be held on August 23, 2023, at 1:00 p.m. at the Milner Butte Landfill.

In determining the successful bidder, the Owner will consider all acceptable bids on a basis consistent with the bid package. The Owner will also consider whether the bidder is a responsible bidder.

Before a contract is awarded for work contemplated herein, the Owner will conduct such investigation as is necessary to determine the performance record and ability of the apparent successful bidder to perform the size and type of work specified under this Contract. Upon request, the bidder shall submit such information as deemed necessary by the Owner to evaluate the bidder's qualifications.

All bids must be signed and accompanied by evidence of their authority to sign.

A 5% Bid Bond is required for this project.

The Southern Idaho Solid Waste Board reserves the right to accept or reject any or all bids in the District's best interest.

Southern Idaho Solid Waste

Nate Francisco  
Executive Director and CEO

PUBLISHING DATE: August 10<sup>th</sup> & 17<sup>th</sup>  
BID OPENING: August 30, 2023

# **BIDDER'S CHECK LIST**

## **SOUTHERN IDAHO SOLID WASTE**

### **SISW 2023 GROUNDWATER MONITORING WELL CONSTRUCTION PROJECT**

The Bidder's Check List is offered to assist the prospective bidder in checking his/her Bid. This checklist does not relieve the Bidder from properly completing his/her Bid.

Check off when completed:

1. \_\_\_\_ Are all blank spaces filled out on Bid Form?
2. \_\_\_\_ Have questions arising from the bidding, contract, specifications, or plans been submitted to the proper authority and resolved in the proper manner?
3. \_\_\_\_ Are Bid amounts shown correctly as well as extensions and totals? Recheck for errors or omissions. Both lump sum and unit prices must be shown.
4. \_\_\_\_ Are authorized signatures properly affixed to the Bid form, giving also title, Idaho Public Works Contractor license number, evidence of authority to sign, etc.?
5. \_\_\_\_ Have all other subcontractors, suppliers, individuals or entities as required in the Instructions to Bidders been listed, and in the case of subcontractors, their Idaho Public Works Contractor license number?
6. \_\_\_\_ Have all Addenda been received and acknowledged with the proper signature on the Bid Form?
7. \_\_\_\_ In order for a Bid to be considered, the Bid form, Bid Security, naming of subcontractors form, and other required attachments must be placed in a properly addressed sealed envelope and delivered to the specified authority prior to the time designated for the bid opening.
8. \_\_\_\_ Has Bid Security been enclosed?
9. \_\_\_\_ Has Bidder performed examinations in accordance with the Instructions to Bidders?
10. \_\_\_\_ Has Bidder included additional information as required in Article 15 of the Instructions to Bidders?

# **INSTRUCTIONS TO BIDDERS**

## **SOUTHERN IDAHO SOLID WASTE**

### **SISW 2023 GROUNDWATER MONITORING WELL CONSTRUCTION PROJECT**

TIME AND PLACE FOR DELIVERY OF BIDS: As indicated in the project special provisions.

#### **ARTICLE 1 - DEFINED TERMS**

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1.01 Terms used in these Instructions to Bidders will have the meanings indicated in the General Conditions and Supplementary Conditions. Additional terms used in these Instructions to Bidders have the meanings indicated below which are applicable to both the singular and plural thereof:

A. *Bidder*--The individual or entity who submits a Bid directly to OWNER.

B. *Issuing Office*--The office from which the Bidding Documents are to be issued and where the bidding procedures are to be administered.

*Successful Bidder*--The lowest responsible Bidder submitting a responsive Bid to whom OWNER (on the basis of OWNER's evaluation as hereinafter provided) makes an award.

Where the word "Sponsor," "OWNER," or "ENGINEER" appears in any of the Contract Documents or Specifications, it shall refer to the following:

OWNER: SOUTHERN IDAHO SOLID WASTE, Milner Butte Landfill,  
1050 W 400 S, Burley, ID (physical)  
PO Box 159, Burley, ID 83318 (mailing)  
ENGINEER: PARAGON CONSULTING, INC., 157 W. 4<sup>TH</sup> Street, Kuna, ID 83634

#### **ARTICLE 2 - COPIES OF BIDDING DOCUMENTS**

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2.01 Complete sets of the Bidding Documents in the number and for the deposit sum, if any, stated in the Advertisement or Invitation to Bid may be obtained from the Issuing Office. Unless otherwise indicated in the Instructions to Bidders, the deposit will be refunded to each document holder of record who returns a complete set of Bidding Documents in good condition within 30 days after the opening of Bids.

2.02 Complete sets of Bidding Documents must be used in preparing Bids; neither OWNER nor ENGINEER assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

2.03 OWNER and ENGINEER in making copies of Bidding Documents available on the above terms do so only for the purpose of obtaining Bids for the Work and do not confer a license or grant for any other use.

ARTICLE 3 - QUALIFICATIONS OF BIDDERS

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- 3.01 To demonstrate Bidder's qualifications to perform the Work, within five days of Owner's request Bidder shall submit written evidence such as financial data, previous experience, present commitments, and such other data as may be requested. In addition, the contractor must meet the qualifications identified in the special provisions.
- 3.02 Idaho Code 54-1903(10) exempts County's from requiring public works licensing on projects related to solid waste disposal/facilities. Therefore, the provisions in 54-1902 & 44-1002 are not applicable to this project.
- 3.03 **The Prime Contractor and his Subcontractor(s) are not required to have a State Public Works Contractor's License to bid or work on this project.**

ARTICLE 4 - EXAMINATION OF BIDDING DOCUMENTS, OTHER RELATED DATA, AND SITE

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4.01 Subsurface and Physical Conditions

A. The Supplementary Conditions identify:

1. Those reports of explorations and tests of subsurface conditions at or contiguous to the Site that ENGINEER has used in preparing the Bidding Documents.

2. Those drawings of physical conditions in or relating to existing surface and subsurface structures at or contiguous to the Site (except Underground Facilities) that ENGINEER has used in preparing the Bidding Documents.

B. Copies of reports and drawings referenced in paragraph 4.01.A will be made available by OWNER to any Bidder on request. Those reports and drawings are not part of the Contract Documents, but the "technical data" contained therein upon which Bidder is entitled to rely as provided in paragraph 5.03 of the General Conditions has been identified and established in paragraph 5.03 of the Supplementary Conditions. Bidder is responsible for any interpretation or conclusion Bidder draws from any "technical data" or any other data, interpretations, opinions or information contained in such reports or shown or indicated in such drawings.

4.02 Underground Facilities

A. Information and data shown or indicated in the Bidding Documents with respect to existing Underground Facilities at or contiguous to the Site is based upon information and data furnished to OWNER and ENGINEER by OWNERS of such Underground Facilities, including OWNER, or others.

4.03 Hazardous Environmental Condition

A. The Supplementary Conditions identify those reports and drawings relating to a Hazardous Environmental Condition identified at the Site, if any, that ENGINEER has used in preparing the Bidding Documents.

B. Copies of reports and drawings referenced in paragraph 4.03.A will be made available by OWNER to any Bidder on request. Those reports and drawings are not part of the Contract Documents, but the "technical data" contained therein upon which Bidder is entitled to rely as provided in paragraph 5.06 of the General Conditions have been identified and established in paragraph 5.06 of the Supplementary Conditions. Bidder is responsible for any interpretation or conclusion Bidder draws from any "technical data" or any other data, interpretations, opinions, or information contained in such reports or shown or indicated in such drawings.

4.04 Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders with respect to subsurface conditions, other physical conditions and Underground Facilities, and possible changes in the Bidding Documents due to differing or unanticipated conditions appear in paragraphs 5.03, 5.04, and 5.05 of the General Conditions, has been identified and established in paragraph 5.03 of the Supplementary Conditions. Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders with respect to a Hazardous Environmental Condition at the Site, if any, and possible changes in the Contract Documents due to any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in the Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work appear in paragraph 5.06 of the General Conditions, has been identified and established in paragraph 5.06 of the Supplementary Conditions.

4.05 On request, OWNER will provide Bidder access to the Site to conduct such examinations, investigations, explorations, tests, and studies, as Bidder deems necessary for submission of a Bid. Bidder shall fill all holes and clean up and restore the Site to its former condition upon completion of such explorations, investigations, tests, and studies.

4.06 Reference is made to Article 7 of the Supplementary Conditions for the identification of the general nature of other work that is to be performed at the Site by OWNER or others (such as utilities and other prime contractors) that relates to the Work for which a Bid is to be submitted. On request, OWNER will provide to each Bidder, for examination, access to or copies of Contract Documents (other than portions thereof related to price) for such other work.

4.07 It is the responsibility of each Bidder before submitting a Bid to:

A. Examine and carefully study the Bidding Documents, including any Addenda and the other related data identified in the Bidding Documents:

B. Visit the Site and become familiar with and satisfy Bidder as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work;

C. Become familiar with and satisfy Bidder as to all federal, state, and local Laws and Regulations that may affect cost, progress, or performance of the Work;

D. Carefully study all reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in paragraph 5.03 of the General Conditions, and carefully study all reports and drawings of a Hazardous Environmental Condition, if any, at the Site which have been identified in the Supplementary Conditions as provided in paragraph 5.06 of the General Conditions;

E. Obtain and carefully study (or assume responsibility for doing so) all additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents, and safety precautions and programs incident thereto;

F. Agree at the time of submitting its Bid that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of its Bid for performance of the Work at the price bid and within the times and in accordance with the other terms and conditions of the Bidding Documents;

G. Become aware of the general nature of the work to be performed by OWNER and others at the Site that relates to the Work as indicated in the Bidding Documents;

H. Correlate the information known to Bidder, information and observations obtained from visits to the Site, reports, and drawings identified in the Bidding Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Bidding Documents;



I. Promptly give ENGINEER written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder discovers in the Bidding Documents and confirm that the written resolution thereof by ENGINEER is acceptable to Bidder; and

J. Determine that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work.

4.08 The submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article 4, that without exception the Bid is premised upon performing and furnishing the Work required by the Bidding Documents and applying any specific means, methods, techniques, sequences, and procedures of construction that may be shown or indicated or expressly required by the Bidding Documents, that Bidder has given ENGINEER written notice of all conflicts, errors, ambiguities, and discrepancies that Bidder has discovered in the Bidding Documents and the written resolutions thereof by ENGINEER are acceptable to Bidder, and that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work.

#### ARTICLE 5 - PRE-BID CONFERENCE

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5.01 When held, information regarding a pre-bid conference information (date, time, and location) for a project will be identified in the project special provisions.

#### ARTICLE 6 - SITE AND OTHER AREAS

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6.01 The site is identified in the bidding documents. All additional lands and access thereto required for temporary construction facilities, construction equipment, or storage of materials and equipment to be incorporated in the Work are to be obtained and paid for by CONTRACTOR. Easements for permanent structures or permanent changes in existing facilities are to be obtained and paid for by OWNER unless otherwise provided in the Bidding Documents.

#### ARTICLE 7 - INTERPRETATIONS AND ADDENDA

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7.01 All questions about the meaning or intent of the Bidding Documents are to be submitted to ENGINEER in writing. Interpretations or clarifications considered necessary by ENGINEER in response to such questions will be issued by Addenda mailed or delivered to all parties recorded by ENGINEER as having received the Bidding Documents. Questions received less than five days prior to the date for opening of Bids may not be answered. Only questions answered by Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

7.02 Addenda may be issued to clarify, correct, or change the Bidding Documents as deemed advisable by OWNER or ENGINEER.

ARTICLE 8 - BID SECURITY

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8.01 When Bid security is required for a project, the security requirements will be identified in the project special provisions and the Bid must be accompanied by Bid Security made payable to OWNER in an amount of 5 % of Bidder's total Bid price and in the form of a certified check, cash or a Bid Bond on the form attached issued by a surety meeting the requirements of paragraph 6.01 of the General Conditions.

8.02 The Bid Security of the Successful Bidder, when required, will be retained until such Bidder has executed the Contract Documents, furnished the required contract security and met the other conditions of the Notice of Award, whereupon the Bid Security will be returned. If the Successful Bidder fails to execute and deliver the Contract Documents and furnish the required contract security within 15 days after the Notice of Award, OWNER may annul the Notice of Award and the Bid Security of that Bidder will be forfeited. The Bid Security of other Bidders whom OWNER believes to have a reasonable chance of receiving the award may be retained by OWNER until the earlier of seven days after the Effective Date of the Agreement or 61 days after the Bid opening, whereupon Bid Security furnished by such Bidders will be returned.

8.03 Bid Security of other Bidders, when required, whom OWNER believes do not have a reasonable chance of receiving the award will be returned within seven days after the Bid opening.

ARTICLE 9 - CONTRACT TIMES

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9.01 The number of days within which, or the dates by which, the Work is to be (a) Substantially Completed and (b) also completed and ready for final payment are set forth in the Agreement, and the project special provisions.

ARTICLE 10 - LIQUIDATED DAMAGES

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10.01 Provisions for liquidated damages, if any, are set forth in the Agreement and project special provisions.

ARTICLE 11 - SUBSTITUTE AND "or-EQUIVALENT" ITEMS

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11.01 The Contract, if awarded, will be on the basis of materials and equipment specified or described in the Bidding Documents, or those substitute or "or-equivalent" materials and equipment approved by ENGINEER and identified by Addendum. The materials and equipment described in the Bidding Documents establish a standard of required type, function and quality to be met by any proposed substitute or "or-equivalent" item. No item of material or equipment will be considered by ENGINEER as a substitute or "or-equivalent" unless written request for approval has been submitted by Bidder and has been received by ENGINEER at least five (5) days prior to the date for receipt of Bids. Each such request shall conform to requirements of paragraph 7.05 of the General Conditions. The burden of proof of the merit of the proposed item is upon Bidder. ENGINEER's decision of approval or disapproval of a proposed item will be final. If ENGINEER approves any proposed item, such approval will be set forth in an Addendum issued to all prospective Bidders. Bidders shall not rely upon approvals made in any other manner.

ARTICLE 12 - SUBCONTRACTORS, SUPPLIERS, AND OTHERS

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12.01 If the Supplementary Conditions require the identity of certain Subcontractors, Suppliers, individuals, or entities to be submitted to OWNER in advance of a specified date prior to the Effective Date of the Agreement, the apparent Successful Bidder, and any other Bidder so requested, shall within five days after Bid opening, submit to OWNER a list of all such Subcontractors, Suppliers, individuals, or entities proposed for those portions of the Work for which such identification is required. Such list shall be accompanied by an experience statement with pertinent information regarding similar projects and other evidence of qualification for each such Subcontractor, Supplier, individual, or entity if requested by OWNER. If OWNER or ENGINEER, after due investigation, has reasonable objection to any proposed Subcontractor, Supplier, individual, or entity, OWNER may, before the Notice of Award is given, request apparent Successful Bidder to submit a substitute, without an increase in the Bid.

12.02 If apparent Successful Bidder declines to make any such substitution, OWNER may award the Contract to the next lowest Bidder that proposes to use acceptable Subcontractors, Suppliers, individuals, or entities. Declining to make requested substitutions will not constitute grounds for forfeiture of the Bid Security of any Bidder. Any Subcontractor, Supplier, individual, or entity so listed and against which OWNER or ENGINEER makes no written objection prior to the giving of the Notice of Award will be deemed acceptable to OWNER and ENGINEER subject to revocation of such acceptance after the Effective Date of the Agreement as provided in paragraph 7.07 of the General Conditions.

12.03 CONTRACTOR shall not be required to employ any Subcontractor, Supplier, individual, or entity against whom CONTRACTOR has reasonable objection.

12.04 Bidder shall include in his Bid the name, or names and address, or addresses, and Idaho Public Works Contractor License Numbers of the Subcontractors, who shall, in the event the Bidder secures the Contract, subcontract the plumbing, heating and air-conditioning work, and electrical work under the general Contract. Failure to name Subcontractors as required by this section shall render any Bid submitted by the Bidder unresponsive and void. Use Naming of Subcontractors Form Document 00431.

12.05 In addition to naming subcontractors for plumbing, heating and air-conditioning work, and electrical work, the Bidder shall supply names and addresses for the following (include Idaho Public Works Contractor License Numbers for any subcontractors): As identified in the project special provisions.

ARTICLE 13 - PREPARATION OF BID

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13.01 The Bid form is included with the Bidding Documents. Additional copies may be obtained from the ENGINEER.

13.02 All blanks on the Bid form shall be completed by printing in ink or by typewriter and the Bid signed. A Bid price shall be indicated for each Bid item listed therein, or the words "No Bid," "No Change," or "Not Applicable" entered.

13.03 A Bid by a corporation shall be executed in the corporate name by the president or a vice-president or other corporate officer accompanied by evidence of authority to sign. The corporate seal shall be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation shall be shown below the signature.

13.04 A Bid by a partnership shall be executed in the partnership name and signed by a partner (whose title must appear under the signature), accompanied by evidence of authority to sign. The official address of the partnership shall be shown below the signature.

## PENAL SUM FORM

13.05 A Bid by a limited liability company shall be executed in the name of the firm by a member and accompanied by evidence of authority to sign. The state of formation of the firm and the official address of the firm must be shown below the signature.

13.06 A Bid by an individual shall show the Bidder's name and official address.

13.07 A Bid by a joint venture shall be executed by each joint venturer in the manner indicated on the Bid form. The official address of the joint venture must be shown below the signature. Include evidence of authority to sign.

13.08 All names shall be typed or printed in ink in the space provided.

13.09 The Bid shall contain an acknowledgment of receipt of all Addenda, the numbers of which shall be filled in on the Bid form.

13.10 The address and telephone number for communications regarding the Bid shall be shown.

13.11 The Bid shall contain evidence of Bidder's authority and qualification to do business in Idaho. If the project is federally funded, signing the Bid Form constitutes a covenant to obtain such qualification prior to award of the Contract. Bidder's Idaho Public Works Contractor License Number shall also be shown on the Bid form.

13.12 All proposals must be upon the printed forms, furnished by the ENGINEER. Proposals must be enclosed in a sealed envelope, endorsed and addressed as identified in the project special provisions:

### ARTICLE 14 - BASIS OF BID; EVALUATION OF BIDS

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#### 14.01 Unit Price

A. Bidders shall submit a Bid on a unit price basis for each item of Work listed in the Unit Price Schedule.

B. The total of all estimated prices will be determined as the sum of the products of the estimated quantity of each item and the unit price Bid for the item. The final quantities and Contract Price will be determined in accordance with paragraph 13.03 of the General Conditions, which has been identified and established in paragraph 13.03 of the Supplementary Conditions.

C. Discrepancies between the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum. Discrepancies between words and figures will be resolved in favor of the words.

14.02 The Bid price shall include such amounts as the Bidder deems proper for overhead and profit on account of cash allowances, if any, named in the Contract Documents as provided in paragraph 13.02 of the General Conditions.

### ARTICLE 15 - SUBMITTAL OF BID

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15.01 Each prospective Bidder is furnished one copy of the Bidding Documents with one separate unbound copy each of the Bid form, naming of subcontractors form, and the Bid Bond form. The unbound copy of the Bid form and naming of subcontractors form is to be completed and submitted with the Bid Security along with the listing of subcontractors, suppliers and other entities as may be required.

A Bid shall be submitted no later than the date and time prescribed and at the place indicated in the advertisement or invitation to Bid and shall be enclosed in an opaque sealed envelope plainly marked with the Project title (and, if applicable, the designated portion of the Project for which the Bid is submitted), the name and address of Bidder,

PENAL SUM FORM

and shall be accompanied by the Bid Security and other required documents. If a Bid is sent by mail or other delivery system, the sealed envelope containing the Bid shall be enclosed in a separate envelope plainly marked on the outside with the notation "BID ENCLOSED." The Bid shall be addressed as identified in the project special provisions.

15.02 The Bidder must supply all information required by the proposal forms and specifications. See Bidder's Checklist.

ARTICLE 16 - MODIFICATION AND WITHDRAWAL OF BID

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16.01 A Bid may be modified or withdrawn by an appropriate document duly executed in the manner that a Bid must be executed and delivered to the place where Bids are to be submitted prior to the date and time for the opening of Bids.

16.02 Relief from Bids. (a) If an awarding authority for the public entity determines that a Bidder is entitled to relief from a Bid because of mistake, the authority shall prepare a report in writing to document the facts establishing the existence of each element required in Section 54-1904C, Idaho Code. The report shall be available for inspection as a public record and shall be filed with the public entity soliciting bids. (b) A Bidder claiming a mistake satisfying all the conditions of Section 54-1904C, Idaho Code, shall be entitled to relief from the Bid and have any Bid Security returned by the public entity. Bidders not satisfying the conditions found in Section 54-1904C, Idaho Code, shall forfeit any Bid Security. Bidders failing to execute a Contract and not satisfying the conditions of a mistake shall also forfeit any Bid Security.

16.03 Grounds for Relief. The Bidder shall establish to the satisfaction of the public entity that:

- a) A clerical or mathematical mistake was made;
- b) The Bidder gave the public entity written notice within five (5) calendar days after the opening of the bids of the mistake, specifying in the notice in detail how the mistake occurred; and
- c) The mistake was material.

ARTICLE 17 - OPENING OF BIDS

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17.01 Bids will be opened at the time and place indicated in the advertisement or invitation to Bid and, unless obviously non-responsive, read aloud publicly. An abstract of the amounts of the base Bids and major alternates, if any, will be made available to Bidders after the opening of Bids.

ARTICLE 18 - BIDS TO REMAIN SUBJECT TO ACCEPTANCE

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18.01 All Bids will remain subject to acceptance for the period of time stated in the Bid Form, but OWNER may, in its sole discretion, release any Bid and return the Bid Security prior to the end of this period.

ARTICLE 19 - AWARD OF CONTRACT

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19.01 OWNER reserves the right to reject any or all Bids, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional Bids. OWNER further reserves the right to reject the Bid of any Bidder whom it finds, after reasonable inquiry and evaluation, to be non-responsible. OWNER also reserves the right to

## PENAL SUM FORM

waive all informalities not involving price, time, or changes in the Work and to negotiate contract terms with the Successful Bidder.

19.02 More than one Bid for the same Work from an individual or entity under the same or different names will not be considered. Reasonable grounds for believing that any Bidder has an interest in more than one Bid for the Work may be cause for disqualification of that Bidder and the rejection of all Bids in which that Bidder has an interest.

19.03 In evaluating Bids, OWNER will consider whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices and other data, as may be requested in the Bid Form or prior to the Notice of Award.

19.04 In evaluating Bidders, OWNER will consider the qualifications of Bidders and may consider the qualifications and experience of Subcontractors, Suppliers, and other individuals or entities proposed for those portions of the Work for which the identity of Subcontractors, Suppliers, and other individuals or entities must be submitted as provided in the Supplementary Conditions.

19.05 OWNER may conduct such investigations as OWNER deems necessary to establish the responsibility, qualifications, and financial ability of Bidders, proposed Subcontractors, Suppliers, individuals, or entities to perform the Work in accordance with the Contract Documents.

19.06 If the Contract is to be awarded, OWNER will award the Contract to the lowest responsible Bidder whose Bid is acceptable to the OWNER.

19.07 Any inconsistencies and omissions found in the Contract Documents shall be reported to the ENGINEER immediately. The ENGINEER will clarify inconsistencies or omissions, in writing, within a reasonable time.

19.08 In resolving inconsistencies among two or more sections of the Contract Documents, precedence shall be given in the following numerical order:

1. Agreement Between OWNER and Contractor, Document 00520
2. Supplementary Conditions Document 00810
3. General Conditions, ISPWC Division 100
4. Instructions to Bidders, Document 00200
5. Plans
6. Special Provisions, Document 00820
7. Specifications for Construction, ISPWC

### ARTICLE 20 - CONTRACT SECURITY AND INSURANCE

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20.01 Article 6 of the General Conditions, as may be modified by the Supplementary Conditions, sets forth OWNER's requirements as to Performance and Payment Bonds and insurance. When the Successful Bidder delivers the executed Agreement to OWNER, it must be accompanied by such Bonds.

### ARTICLE 21 - SIGNING OF AGREEMENT

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21.01 When OWNER gives a Notice of Award to the Successful Bidder, it shall be accompanied by the required number of unsigned counterparts of the Agreement with the other Contract Documents, which are identified in the Agreement as attached thereto. Within 15 days thereafter, Successful Bidder shall sign and deliver the required number of counterparts of the Agreement and attached documents to OWNER. Within ten days thereafter, OWNER shall deliver one fully signed counterpart to Successful Bidder with a complete set of the Drawings with appropriate identification.

ARTICLE 22 - SALES AND USE TAXES

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22.01 Refer to Article 7 of the General Conditions for tax requirements.

ARTICLE 23 - RETAINAGE

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23.01 Provisions for retainage are as established in Article 6 of the Agreement (Document 00520).

ARTICLE 24 - CONTRACTS TO BE ASSIGNED

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Not Used

ARTICLE 25 - PARTNERING

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Not Used

ARTICLE 26 -PROCESS PROTEST

Clarifications and/or Protest of Bid Requirements, Standards, Specifications, or Process. Any Bidder who wishes to request clarifications about or protest the requirements, standards, specifications, or process outlined in this Request for Proposals may submit a written notification to the Engineer, to be received no later than four (4) days prior to proposal opening. The notification shall state the exact nature of the clarification request or protest. In the case of a protest, Bidder shall describe the location of the protested portion or clause in the proposal document and explain why the provision should be struck, added, or altered, and contain suggested corrections. In the event of a protest, the Engineer may either deny the protest, require that the proposal be modified, modify the proposal, and/or reject all or part of the protest.

# BID FORM

SOUTHERN IDAHO SOLID WASTE DISTRICT  
2023 GROUNDWATER MONITORING WELL CONSTRUCTION PROJECT

**PROJECT IDENTIFICATION:**

2023 GROUNDWATER MONITORING WELL CONSTRUCTION PROJECT

**CONTRACT IDENTIFICATION AND NUMBER:**

Groundwater Monitoring - Milner Butte Expansion; 044-22-003-02

**THIS BID IS SUBMITTED TO:**

**DELIVER TO:**

Southern Idaho Solid Waste District  
4103 N 1200 E  
Buhl, ID 83316

**MAIL TO:**

Southern Idaho Solid Waste District  
PO Box 159  
Burley, ID 83318

- 1.01** The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with OWNER in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in the Bid and in accordance with the other terms and conditions of the Bidding Documents.
- 2.01** Bidder accepts all of the terms and conditions of the Advertisement or Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. The Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of OWNER.
- 3.01** In submitting this Bid, Bidder represents, as set forth in the Agreement that:
  - A. Bidder has examined and carefully studied the Bidding Documents, the other related data identified in the Bidding Documents, and the following Addenda, receipt of all which is hereby acknowledged.

<u>Addendum No.</u>	<u>Addendum Date</u>	<u>Signature or Initial</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

- B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local and Site conditions that may affect cost, progress, and performance of the Work.
- C. Bidder is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities), if any, which have been identified in the Supplementary Conditions as provided in paragraph 5.03 of the General Conditions, and (2) reports and drawings of Hazardous Environmental Conditions, if any, which have



been identified in the Supplementary Conditions as provided in paragraph 5.06 of the General Conditions.

- E. Bidder has obtained and carefully studied (or assumes responsibility for having done so) all additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequence, and procedures of construction expressly required by the Bidding Documents to be employed by Bidder, and safety precautions and progress incident thereto.
- F. Bidder does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for the performance of the Work at the price(s) bid and within the times and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of work to be performed by OWNER and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has correlated the information known to Bidder, information and observations obtained from visits to the Site, reports and drawings identified in the Bidding Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Bidding Documents.
- I. Prior to bid, Bidder has given ENGINEER written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by ENGINEER is acceptable to Bidder.
- J. The Bidding Documents are generally sufficient to indicate and convey an understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.

**4.01** Bidder further represents that this Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any individual or entity to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over OWNER.

Bidder acknowledges that estimated quantities are not guaranteed and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Bid items will be based on actual quantities provided, determined as provided in the Contract Documents.

**5.01 BID SCHEDULE**

**Initial Well Construction:**

ITEM CODE	ITEM DESCRIPTION	UNIT	EST. QTY.	UNIT PRICE	ITEM TOTAL
2010.4.1.A.1	Mobilization	LS	1		
SP-100.4.A*	Well Drilling	LF	700		
SP-100.4.C.1	Temporary Well Casing	FT	782		
SP-200.4.A*	Well Casing	LF	780		
SP-300.4.A*	Well Screen	LF	20		
SP-400.4.A*	Filter Pack	Bag	20		
SP-500.4.A*	Bentonite Chips	Bag	400		
SP-600.4.A*	Surface Seal	FT	25		
SP-700.4.A	Monitoring Well Accessories	EA	1		
SP-800.4.A	Well Development	HR	5		

ITEM CODE	ITEM DESCRIPTION	UNIT	EST. QTY.	UNIT PRICE	ITEM TOTAL
SP-900.4.A.1*	Slug Testing	EA	1		
SP-900.4.B.1	Install & Remove Test Pump	EA	1		
SP-900.4.C.1*	Well Testing & Monitoring	HR	24		
<b>Total Initial Well Construction</b>					

Unless otherwise specified, all quantities are based upon in place, completed and accepted units.

\*All items of work marked with a "\*" are identified as contingency items, in that the variation in quantities does not apply. The contractor will be paid for actual quantities of each item completed.

**Additional Well Construction:**

ITEM CODE	ITEM DESCRIPTION	UNIT	EST. QTY.	UNIT PRICE	ITEM TOTAL
SP-100.4.B*	Well Drilling	LF	1,400		
SP-100.4.C.2	Temporary Well Casing	FT	1564		
SP-200.4.B*	Well Casing	LF	1,560		
SP-300.4.B*	Well Screen	LF	40		
SP-400.4.B*	Filter Pack	Bag	40		
SP-500.4.B*	Bentonite Chips	Bag	800		
SP-600.4.B*	Surface Seal	FT	50		
SP-700.4.B	Monitoring Well Accessories	EA	2		
SP-800.4.B	Well Development	HR	10		
SP-900.4.A.2*	Slug Testing	EA	2		
SP-900.4.B.2	Install & Remove Test Pump	EA	2		
SP-900.4.C.2*	Well Testing & Monitoring	HR	48		
<b>Total Additional Well Construction</b>					
<b>Total Project</b>					

Unless otherwise specified, all quantities are based upon in place, completed and accepted units.

\*All items of work marked with a "\*" are identified as contingency items, in that the variation in quantities does not apply. The contractor will be paid for actual quantities of each item completed.

**6.01** Bidder agrees that the Work will be substantially completed and ready for final payment in accordance with paragraph 15.06.B of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.

**6.02** Bidder accepts the provisions of Article 4 of the Agreement (Document 00520) as to liquidated damages in the event of failure to complete the Work within the times specified.

**6.03 Not Used.**

**7.01** The following documents are attached to and made a condition of this bid:

- A. Required Bid security
- B. Bidder shall include in his Bid the name, or names and address, or addresses, and Idaho Public Works Contracts License Numbers of the Subcontractors who shall, in the event the Bidder secures the Contract, subcontract the plumbing, heating and air-conditioning work, and electrical work under the general Contract;

C. Provide the names and addresses of the additional subcontractors, suppliers, individuals or entities called for in the Instructions to Bidders (include Public Works Contractor License Numbers for any subcontractors);

**8.01** The terms used in this Bid with initial capital letters have the meanings indicated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

SUBMITTED on \_\_\_\_\_, 2023.

Idaho Public Works Contractor License No. Not required per Idaho Code 54-1903.

Expiration Date N/A.

**An Individual**

Name (typed or printed): \_\_\_\_\_

By: \_\_\_\_\_ (SEAL)  
(Individual's signature)

Doing business as: \_\_\_\_\_

Business address: \_\_\_\_\_

\_\_\_\_\_

Phone No.: \_\_\_\_\_ FAX No.: \_\_\_\_\_

**A Joint Venture**

Joint Venturer Name: \_\_\_\_\_ (SEAL)

By: \_\_\_\_\_  
(Signature of joint venture partner – attach evidence of authority to sign)

Name (typed or printed): \_\_\_\_\_

Title: \_\_\_\_\_

Business address: \_\_\_\_\_

\_\_\_\_\_

Phone No.: \_\_\_\_\_ FAX No.: \_\_\_\_\_

Joint Venturer Name: \_\_\_\_\_ (SEAL)

By: \_\_\_\_\_  
(Signature of joint venture partner – attach evidence of authority to sign)

Name (typed or printed): \_\_\_\_\_

Title: \_\_\_\_\_

Business address: \_\_\_\_\_

\_\_\_\_\_

Phone No.: \_\_\_\_\_ FAX No.: \_\_\_\_\_

Phone and FAX Number, and Address for receipt of official communications:

\_\_\_\_\_

\_\_\_\_\_

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.)

**A Corporation**

Corporation Name: \_\_\_\_\_ (SEAL)

By: \_\_\_\_\_  
(Signature – attach evidence of authority to sign)

Name: (typed or printed): \_\_\_\_\_

Title: \_\_\_\_\_  
(CORPORATE SEAL)

Attest \_\_\_\_\_  
(Signature of Corporate Secretary)

Business address: \_\_\_\_\_  
\_\_\_\_\_

Phone No.: \_\_\_\_\_ FAX No.: \_\_\_\_\_

State of Incorporation: \_\_\_\_\_

Type (General Business, Professional, Service, Limited Liability): \_\_\_\_\_

Date of Qualification to do business is \_\_\_\_\_.

**A Partnership**

Partnership Name: \_\_\_\_\_ (SEAL)

By: \_\_\_\_\_  
(Signature of general partner – attach evidence of authority to sign)

Name (typed or printed): \_\_\_\_\_

Business address: \_\_\_\_\_  
\_\_\_\_\_

Phone No.: \_\_\_\_\_ FAX No.: \_\_\_\_\_

**END OF SECTION**

# **BID BOND**

**BIDDER** (Name and Address):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**SURETY** (Name and Address of Principal Place of Business):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**OWNER** (Name and Address):

Southern Idaho Solid Waste  
P O Box 159; 1050 W 400 S  
Burley, Idaho 83318

**BID**

BID DUE DATE: August 30, 2023

PROJECT (Brief Description Including Location):

The drilling of at least one and up to three 8-in diameter monitoring wells, approximately 700-ft deep. It will include installing casing. There will be a sand pack in the screened zone and a seal from the top of the sand pack to the surface.

**BOND**

BOND NUMBER: \_\_\_\_\_

DATE (Not later than Bid due date): \_\_\_\_\_

PENAL SUM: \_\_\_\_\_

(Words)

(Figures)

IN WITNESS WHEREOF, Surety and Bidder, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Bid Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

BIDDER

SURETY

\_\_\_\_\_  
(Seal)  
Bidder's Name and Corporate Seal

\_\_\_\_\_  
(Seal)  
Surety's Name and Corporate Seal

By: \_\_\_\_\_  
Signature and Title

By: \_\_\_\_\_  
Signature and Title  
(Attach Power of Attorney)

Attest: \_\_\_\_\_  
Signature and Title

Attest: \_\_\_\_\_  
Signature and Title

- Note: (1) Above addresses are to be used for giving required notice.  
(2) Any singular reference to Bidder, Surety, OWNER or other party shall be considered plural where applicable.

EJCDC NO. 1910-28-C (1996 Edition) Prepared by the Engineers Joint Contract Documents Committee and endorsed by The Associated General Contractors of America and the Construction Specifications Institute.

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to pay to OWNER upon default of Bidder the penal sum set forth on the face of this Bond.

2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by OWNER) the executed Agreement required by the Bidding Documents and any performance and payment Bonds required by the Bidding Documents.

3. This obligation shall be null and void if:

3.1. OWNER accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by OWNER) the executed Agreement required by the Bidding Documents and any performance and payment Bonds required by the Bidding Documents, or

3.2. All Bids are rejected by OWNER, or

3.3. OWNER fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by paragraph 5 hereof).

4. Payment under this Bond will be due and payable upon default by Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from OWNER, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.

5. Surety waives notice of and any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by OWNER and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from Bid due date without Surety's written consent.

6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in paragraph 4 above is received by Bidder and Surety and in no case later than one year after Bid due date.

7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.

8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier or by United States Registered or Certified Mail, return receipt

requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.

9. Surety shall cause to be attached to this Bond a current and effective Power or Attorney evidencing the authority of the officer, agent or representative who executed this Bond on behalf of Surety to execute, seal and deliver such Bond and bind the Surety thereby.

10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.

11. The term "Bid" as used herein includes a Bid, offer or proposal as applicable.

# **NAMING OF SUBCONTRACTORS FORM**

**Failure to complete this form as required shall render the bid unresponsive and void**

**This Project requires the following:**

- : Licensed Plumbing Contractor
- : Licensed Electrical Contractor
- : Licensed HVAC Contractor

The Contractor must comply with Idaho Code Section 67-2310. The bidder shall provide the name, address, and Division of Building Safety License Number of the firm(s) who shall, in the event the Contractor secures the contract and completes the plumbing, electrical, or HVAC work under the contract. No bidder shall name any subcontractor or sub-subcontractor in the bid unless the bidder has received communication from the subcontractor or sub-subcontractor.

If plumbing, electrical, or HVAC work is to be self-performed, provide bidder's information. If work is to be performed by subcontractor(s) or sub-subcontractor(s), their information shall be provided.

Plumbing work by: \_\_\_\_\_ residing at \_\_\_\_\_,  
whose Idaho Public Works Contractors License No. is N/A and whose Plumbing Contractor License No.  
is \_\_\_\_\_. Plumbing Amount: \$ \_\_\_\_\_.

Electrical work by: \_\_\_\_\_ residing at \_\_\_\_\_,  
whose Idaho Public Works Contractors License No. is N/A and whose Electrical Contractor License No.  
is \_\_\_\_\_. Electrical Amount: \$ \_\_\_\_\_. **If required by  
the Contract Documents, name an Electrical Contractor above or explain here why an Electrical  
Contractor is not required:** \_\_\_\_\_.

HVAC work by: \_\_\_\_\_ residing at \_\_\_\_\_,  
whose Idaho Public Works Contractors License No. is N/A and whose HVAC Contractor License No. is  
\_\_\_\_\_. HVAC Amount: \$ \_\_\_\_\_.

In addition to subcontractors for plumbing, heating, and air-conditioning work, and electrical work, provide the names and addresses of the additional subcontractors, suppliers, individuals, or entities called for in the Instructions for Bidders.

Name and Address    Classification


Attach additional sheets if necessary.



# NOTICE OF AWARD

Dated: \_\_\_\_\_

Certified Mail -- Return Receipt Requested

TO: \_\_\_\_\_  
(BIDDER)

ADDRESS: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Contract: \_\_\_\_\_

Project: \_\_\_\_\_

OWNER's Contract No. \_\_\_\_\_

You are notified that your Bid dated \_\_\_\_\_ for the above Contract has been considered. You are the apparent Successful Bidder and have been awarded a Contract for:

\_\_\_\_\_

\_\_\_\_\_

(Indicate total Work, alternates or sections or Work awarded)

The Estimated Contract Price of your Contract is \$ \_\_\_\_\_

In accordance with the bid price per Document 00410 - Bid Form.

Five copies of each of the proposed Contract Documents accompany this Notice of Award.

You must comply with the following conditions precedent within 15 days of the date you receive this Notice of Award.

1. Deliver to the OWNER three fully executed counterparts of the Contract Documents. Each of the Contract Documents must bear your signature in the spaces indicated.

2. Deliver with the executed Contract Documents the Contract Security (Bonds) as specified in the Instructions to Bidders (Article 20) and General Conditions (paragraph 6.01).

EJCDC No. 1910-22 (1996 Edition)

Prepared by the Engineers Joint Contract Documents Committee and endorsed by The Associated General Contractors of America and the Construction Specifications Institute.



# **AGREEMENT**

## **ISPMC STANDARD FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR ON THE BASIS OF A STIPULATED PRICE**

**THIS AGREEMENT** is by and between Southern Idaho Solid Waste (hereinafter called OWNER)

and \_\_\_\_\_

(hereinafter called CONTRACTOR).

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

### **ARTICLE 1 - WORK**

1.01 CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

The drilling of at least one and up to three 8-in diameter monitoring wells, approximately 700-ft deep. It will include installing casing. There will be a sand pack in the screened zone and a seal from the top of the sand pack to the surface.

### **ARTICLE 2 - THE PROJECT**

2.01 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

SISW 2023 GROUNDWATER MONITORING WELL CONSTRUCTION PROJECT

### **ARTICLE 3 - ENGINEER**

The ENGINEER is PARAGON CONSULTING, INC., 157 W. 4<sup>th</sup> Street, Kuna, ID 83634 who is hereinafter called ENGINEER and who is to act as OWNER's representative, assume all duties and responsibilities, and have the rights and authority assigned to ENGINEER in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

### **ARTICLE 4 - CONTRACT TIMES**

#### 4.01 *Time of the Essence*

- A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

#### 4.02 *Dates for Substantial Completion and Final Payment*

- A. This contract becomes effective as of the date of Award to construct the project for the Owner with specified bid items at the unit bid prices, unless a time extension is mutually agreed upon by the Owner and the Contractor.
- B. The Work under this contract shall commence, at the Contractor's option, at a time after the Notice-to-Proceed that provides for substantial completion no later than the date, or time, identified in the Project Special Provisions. The Contractor shall determine his starting date and notify the Engineer a minimum of ten (10) days before the proposed start date. Once the work has started, the Contractor shall work continuously to substantially complete the work in accordance with Section 15.03 of the General Conditions. All items will be ready for final payment in accordance with paragraph 15.06 of the General Conditions by the date, or time specified in the Project Special Provisions.

4.03 *Reserved*

4.04 *Liquidated Damages*

- A. CONTRACTOR and OWNER recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not completed within the times specified in paragraph 4.02.B above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding, the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty), CONTRACTOR shall pay OWNER the amount identified in the project special provision for each day that expires after the time specified in paragraph 4.02.B for Substantial Completion until the Work is substantially complete. After Substantial Completion, if CONTRACTOR shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by OWNER, CONTRACTOR shall pay OWNER the amount identified in the project special provisions for each day that expires after the time specified in paragraph 4.02.B for completion and readiness for final payment until the Work is completed and ready for final payment. Liquidated damages shall be assessed for failure to comply with terms of this contract as specified in paragraph 4.02. If the contractor fails to comply with the provisions specified in paragraph 4.02, the Owner may re-bid the contract and the Contractor shall pay liquidated damages until another Contractor is procured.

**ARTICLE 5 - CONTRACT PRICE**

5.01 OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to paragraphs 5.01.A below:

- A. For all Work, at the prices an amount equal to the sum of the established unit price for each separately identified item of Unit Price Work times the estimated quantity of that item as indicated in this paragraph 5.01.A:

**UNIT PRICE SCHEDULE**

SPECIFICATION PAYMENT REFERENCE	ITEM	UNIT	QTY	UNIT PRICE	TOTAL PRICE
<b>Initial Well Construction</b>					
2010.4.1.A.1	Mobilization	LS			
SP-100.4.A*	Well Drilling	LF			
SP-100.4.C.1	Temporary Well Casing	FT			
SP-200.4.A*	Well Casing	LF			
SP-300.4.A*	Well Screen	LF			
SP-400.4.A*	Filter Pack	Bag			
SP-500.4.A*	Bentonite Chips	Bag			
SP-600.4.A*	Surface Seal	FT			
SP-700.4.A	Monitoring Well Accessories	EA			
SP-800.4.A	Well Development	HR			
SP-900.4.A.1*	Slug Testing	EA			
SP-900.4.B.1	Install & Remove Test Pump	EA			
SP-900.4.C.1*	Well Testing & Monitoring	HR			
<b>Additional Well Construction</b>					
SP-100.4.B*	Well Drilling	LF			
SP-100-4-C-2	Temporary Well Casing	FT			
SP-200.4.B*	Well Casing	LF			
SP-300.4.B*	Well Screen	LF			
SP-400.4.B*	Filter Pack	Bag			
SP-500.4.B*	Bentonite Chips	Bag			
SP-600.4.B*	Surface Seal	FT			
SP-700.4.B	Monitoring Well Accessories	EA			
SP-800.4.B	Well Development	HR			

SPECIFICATION PAYMENT REFERENCE	ITEM	UNIT	QTY	UNIT PRICE	TOTAL PRICE
SP-900.4.A.2*	Slug Testing	EA			
SP-900.4.B.2	Install & Remove Test Pump	EA			
SP-900.4.C.2*	Well Testing & Monitoring	HR			
<b>TOTAL PROJECT</b>					

\*All items of work marked with a "\*" are identified as contingency items, in that the variation in quantities does not apply. The contractor will be paid for actual quantities of each item completed.

As provided in paragraph 13.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by ENGINEER as provided in paragraph 10.05 of the General Conditions. Unit prices have been computed as provided in paragraph 13.03 of the General Conditions.

## ARTICLE 6 - PAYMENT PROCEDURES

### 6.01 *Submittal and Processing of Payments*

- A. CONTRACTOR shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by ENGINEER as provided in the General Conditions.

### 6.02 *Progress Payments; Retainage*

- A. OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR's Applications for Payment monthly on or about the regular Board meetings during performance of the Work as provided in paragraphs 6.02.A.1 and 6.02.A.2 below. All such payments will be measured by the schedule of values established in paragraph 2.05.A of the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements:
  1. Prior to Substantial Completion, progress payments will be in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as ENGINEER may determine or OWNER may withhold, in accordance with paragraph 15.01.E of the General Conditions:
    - a. 95% of Work completed (with the balance being retainage); and
    - b. Used Not.
  2. Upon Substantial Completion, OWNER shall pay an amount sufficient to increase total payments to CONTRACTOR to 95 % of the amount due in accordance with the payment schedule for the Work completed, less such amounts as ENGINEER shall determine in accordance with Article 15 of the General Conditions and less 100 % of ENGINEER's estimate of the value of Work to be completed or corrected as shown on the tentative list of items to be completed or corrected attached to the certificate of Substantial Completion. If, at Substantial Completion, the character and progress of the work has been satisfactory, the OWNER may, at the OWNER's sole discretion, reduce the amount of retainage being held.

### 6.03 *Final Payment*

- A. Upon final completion and acceptance of the Work in accordance with paragraph 15.06 of the General Conditions, OWNER shall pay the remainder of the Contract Price as recommended by ENGINEER as provided in said paragraph 15.06 and in accordance with the payment schedule identified in Article 5 of this Agreement.

## ARTICLE 7 - INTEREST

7.01 All moneys not paid when due as provided in Article 15 of the General Conditions shall bear interest at rate per annum identified in the Project Special Provisions.

## **ARTICLE 8 - CONTRACTOR'S REPRESENTATIONS**

8.01 In order to induce OWNER to enter into this Agreement, CONTRACTOR makes the following representations:

- A. CONTRACTOR has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.
- B. CONTRACTOR has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. CONTRACTOR is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. CONTRACTOR has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in paragraph 5.03 of the General Conditions and (2) reports and drawings of a Hazardous Environmental Condition, if any, at the Site which has been identified in the Supplementary Conditions as provided in paragraph 5.06 of the General Conditions.
- E. CONTRACTOR has obtained and carefully studied (or assumes responsibility for having done so) all additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by CONTRACTOR, including applying the specific means, methods, techniques, sequences, and procedures of construction, if any, expressly required by the Contract Documents to be employed by CONTRACTOR, and safety precautions and programs incident thereto.
- F. CONTRACTOR does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.
- G. CONTRACTOR is aware of the general nature of work to be performed by OWNER and others at the Site that relates to the Work as indicated in the Contract Documents.
- H. CONTRACTOR has correlated the information known to CONTRACTOR, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.
- I. CONTRACTOR has given ENGINEER written notice of all conflicts, errors, ambiguities, or discrepancies that CONTRACTOR has discovered in the Contract Documents, and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.
- J. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- K. The CONTRACTOR is not required to be an appropriately licensed Public Works Contractor per Idaho Code 54-1903.
- L. The CONTRACTOR will submit within 30 days of the date of this agreement a Public Works Contract Report (Form WH-5) to the Idaho State Tax Commission in compliance with Section 54-1904A and 63-3624(f), Idaho Code.

## **ARTICLE 9 - CONTRACT DOCUMENTS**

9.01 *Contents*

- A. The Contract Documents consist of the following:

1. Notice of Bid Opening (page 00111, inclusive);
  2. Instruction to Bidders (pages 00200-1 to 00200-10, inclusive);
  3. Bid Form (pages 00410-1 to 00410-7, inclusive);
  4. Bid Bond (pages EJCDC 1910-28-C (1996)-1 to \_\_\_\_);
  5. Naming Subcontractors (page 00431, inclusive);
  6. This Agreement (pages 00520-1 to 00520-7, inclusive);
  7. Performance Bond (pages EJCDC 1910-28-A-1 to \_\_\_\_);
  8. Payment Bond (pages EJCDC 1910-28-B-1 to \_\_\_\_);
  9. Contractor's Affidavit Concerning Taxes (pages 00630-1 to 00630-2, inclusive)
  10. General Conditions – Division 100 of the Idaho Standards for Public Works Construction [ISPWC 2020 Edition] (not attached) (pages i to 72, inclusive);
  11. Supplementary Conditions to Division 100 of ISPWC (pages 00810-1 to 00810-8, inclusive);
  12. Special Provisions (pages 00820-1 to 00820-26, inclusive);
  13. Standard Specifications and Standard Drawings – Idaho Standards for Public Works Construction (not attached);
  14. Drawings consisting of Exhibit A (SISW 2023 Monitoring Wells Construction Plans);
  15. Addenda;
  16. Notice of Award (pages EJCDC 1910-22 (1996) -1 to EJCDC 1910-22 (1996)-2, inclusive);
  17. Exhibits to this Agreement (enumerated as follows):
    - a. CONTRACTOR's Bid (pages 00410-1 to 00410-7, inclusive);
    - b. Documentation submitted by CONTRACTOR prior to Notice of Award (pages \_\_\_\_ to \_\_\_\_, inclusive);
  18. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
    - a. Notice to Proceed (page 00550, inclusive).
    - b. Written Amendments;
    - c. Work Change Directive(s) EJCDC 1910-8-F (1996);
    - d. Change Order(s) EJCDC 1910-8-B (1996);
    - e. Application for Payment (Document 00620) with supporting documentation
- B. The documents listed in paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.

- D. The Contract Documents may only be amended, modified, or supplemented as provided in paragraph 11.01 of the General Conditions.

## **ARTICLE 10 - MISCELLANEOUS**

### 10.01 *Terms*

- A. Terms used in this Agreement will have the meanings indicated in the General Conditions.

### 10.02 *Assignment of Contract*

- A. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

### 10.03 *Successors and Assigns*

- A. OWNER and CONTRACTOR each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

### 10.04 *Severability*

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and CONTRACTOR, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.



10.05 *Other Provisions*

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement in duplicate. One counterpart each has been delivered to OWNER and CONTRACTOR. All portions of the Contract Documents have been signed or identified by OWNER and CONTRACTOR or on their behalf.

This Agreement will be effective on \_\_\_\_\_, 20\_\_\_\_ (which is the Effective Date of the Agreement).

OWNER:

CONTRACTOR:

\_\_\_\_\_

\_\_\_\_\_

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

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

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

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

[CORPORATE SEAL]

[CORPORATE SEAL]

Attest \_\_\_\_\_

Attest \_\_\_\_\_

Address for giving notices:  
\_\_\_\_\_  
\_\_\_\_\_

Address for giving notices:  
\_\_\_\_\_  
\_\_\_\_\_

License No. \_\_\_\_\_  
(Where applicable)

Agent for service of process: \_\_\_\_\_  
\_\_\_\_\_

(If CONTRACTOR is a corporation or a partnership, attach evidence of authority to sign.)

Designated Representative:

Designated Representative:

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

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

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Phone: \_\_\_\_\_

Phone: \_\_\_\_\_

Facsimile: \_\_\_\_\_

Facsimile: \_\_\_\_\_

# **PERFORMANCE BOND**

Any singular reference to CONTRACTOR, Surety, OWNER or other party shall be considered plural where applicable.

---

CONTRACTOR (Name and Address):

SURETY (Name and Address of Principal Place  
of Business):

OWNER (Name and Address):

SOUTHERN IDAHO SOLID WASTE  
Milner Butte Landfill  
1050 W 400 S, Burley, ID (physical)  
PO Box 159, Burley, ID 83318 (mailing)

CONTRACT

Date:  
Amount:  
Description (Name and Location):

SISW 2023 GROUNDWATER MONITORING WELL CONSTRUCTION PROJECT  
Milner Butte Landfill  
1050 W 400 S, Burley, ID

BOND

Date (Not earlier than Contract Date):  
Amount:  
Modifications to this Bond Form:

Surety and CONTRACTOR, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Performance Bond to be duly executed on its behalf by its authorized officer, agent or representative.

CONTRACTOR AS PRINCIPAL

Company: \_\_\_\_\_ (Corp. Seal)

Signature: \_\_\_\_\_  
Name and Title:

SURETY

Company: \_\_\_\_\_ (Corp. Seal)

Signature: \_\_\_\_\_  
Name and Title:  
(Attach Power of Attorney)

(Space is provided below for signatures of additional parties, if required.)

CONTRACTOR AS PRINCIPAL

Company: \_\_\_\_\_ (Corp. Seal)

Signature: \_\_\_\_\_  
Name and Title:

SURETY

Company: \_\_\_\_\_ (Corp. Seal)

Signature: \_\_\_\_\_  
Name and Title:

EJCDC No. 1910-28-A (1996 Edition)

Originally prepared through the joint efforts of the Surety Association of America, Engineers Joint Contract Documents Committee, the Associated General Contractors of America, and the American Institute of Architects.

1. The CONTRACTOR and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the OWNER for the performance of the Contract, which is incorporated herein by reference.

2. If the CONTRACTOR performs the Contract, the Surety and the CONTRACTOR have no obligation under this Bond, except to participate in conferences as provided in paragraph 3.1.

3. If there is no OWNER Default, the Surety's obligation under this Bond shall arise after:

3.1. The OWNER has notified the CONTRACTOR and the Surety at the addresses described in paragraph 10 below, that the OWNER is considering declaring a CONTRACTOR Default and has requested and attempted to arrange a conference with the CONTRACTOR and the Surety to be held not later than fifteen days after receipt of such notice to discuss methods of performing the Contract. If the OWNER, the CONTRACTOR and the Surety agree, the CONTRACTOR shall be allowed a reasonable time to perform the Contract, but such an agreement shall not waive the OWNER's right, if any, subsequently to declare a CONTRACTOR Default; and

3.2. The OWNER has declared a CONTRACTOR Default and formally terminated the CONTRACTOR's right to complete the Contract. Such CONTRACTOR Default shall not be declared earlier than twenty days after the CONTRACTOR and the Surety have received notice as provided in paragraph 3.1; and

3.3. The OWNER has agreed to pay the Balance of the Contract Price to:

3.3.1. The Surety in accordance with the terms of the Contract;

3.3.2. Another contractor selected pursuant to paragraph 4.3 to perform the Contract.

4. When the OWNER has satisfied the conditions of paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

4.1. Arrange for the CONTRACTOR, with consent of the OWNER, to perform and complete the Contract; or

4.2. Undertake to perform and complete the Contract itself, through its agents or through independent contractors; or

4.3. Obtain bids or negotiated proposals from qualified contractors acceptable to the OWNER for a contract for performance and completion of the Contract, arrange for a contract to be prepared for execution by the OWNER and the contractor selected with the OWNER's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the Bonds issued on the Contract, and pay to the OWNER the amount of damages as described in paragraph 6 in excess of the Balance of the Contract Price incurred by the OWNER resulting from the CONTRACTOR Default; or

4.4. Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances;

4.4.1. After investigation, determine the amount for which it may be liable to the OWNER and, as soon as practicable after the amount is determined, tender payment therefore to the OWNER; or

4.4.2. Deny liability in whole or in part and notify the OWNER citing reasons therefore.

5. If the Surety does not proceed as provided in paragraph 4 with reasonable promptness, the Surety shall be deemed to be in default on this Bond fifteen days after receipt of an additional written notice from the OWNER to the Surety demanding that the Surety perform its obligations under this Bond, and the OWNER shall be entitled to enforce any remedy available to the OWNER. If the Surety proceeds as provided in paragraph 4.4, and the OWNER refuses the payment tendered or the Surety has denied liability, in whole or in part, without further notice the OWNER shall be entitled to enforce any remedy available to the OWNER.

6. After the OWNER has terminated the CONTRACTOR's right to complete the Contract, and if the Surety elects to act under paragraph 4.1, 4.2, or 4.3 above, then the responsibilities of the Surety to the OWNER shall not be greater than those of the CONTRACTOR under the Contract, and the responsibilities of the OWNER to the Surety shall not be greater than those of the OWNER under the Contract. To a limit of the amount of this Bond, but subject to commitment by the OWNER of the Balance of the Contract Price to mitigation of costs and damages on the Contract, the Surety is obligated without duplication for:

6.1. The responsibilities of the CONTRACTOR for correction of defective Work and completion of the Contract;

6.2. Additional legal, design professional and delay costs resulting from the CONTRACTOR's Default, and resulting from the actions or failure to act of the Surety under paragraph 4; and

6.3. Liquidated damages, or if no liquidated damages are specified in the Contract, actual damages caused by delayed performance or non-performance of the CONTRACTOR.

7. The Surety shall not be liable to the OWNER or others for obligations of the CONTRACTOR that are unrelated to the Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the OWNER or its heirs, executors, administrators, or successors.

8. The Surety hereby waives notice of any change, including changes of time, to the Contract or to related subcontracts, purchase orders and other obligations.

9. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the Work or part of the Work is located and shall be instituted within two years after CONTRACTOR Default or within two years after the CONTRACTOR ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

10. Notice to the Surety, the OWNER or the CONTRACTOR shall be mailed or delivered to the address shown on the signature page.

11. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the Contract was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted here from and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

12. Definitions.

12.1. Balance of the Contract Price: The total amount payable by the OWNER to the CONTRACTOR under the Contract after all proper adjustments have been made, including allowance to the CONTRACTOR of any amounts received or to be received by the OWNER in settlement of insurance or other Claims for damages to which the CONTRACTOR is entitled, reduced by all valid and proper payments made to or on behalf of the CONTRACTOR under the Contract.

12.2. Contract: The agreement between the OWNER and the CONTRACTOR identified on the signature page, including all Contract Documents and changes thereto.

12.3. CONTRACTOR Default: Failure of the CONTRACTOR, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Contract.

12.4. OWNER Default: Failure of the OWNER, which has neither been remedied nor waived, to pay the CONTRACTOR as required by the Contract or to perform and complete or comply with the other terms thereof.

# **PAYMENT BOND**

Any singular reference to CONTRACTOR, Surety, OWNER or other party shall be considered plural where applicable.

---

CONTRACTOR (Name and Address):

SURETY (Name and Address of Principal Place of Business):

OWNER (Name and Address):

SOUTHERN IDAHO SOLID WASTE  
Milner Butte Landfill  
1050 W 400 S, Burley, ID (physical)  
PO Box 159, Burley, ID 83318 (mailing)

CONTRACT

Date:  
Amount:  
Description (Name and Location):

SISW 2023 GROUNDWATER MONITORING WELL CONSTRUCTION PROJECT  
Milner Butte Landfill  
1050 W 400 S, Burley, ID

BOND

Date (Not earlier than Contract Date):  
Amount:  
Modifications to this Bond Form:

Surety and CONTRACTOR, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Payment Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL

Company: \_\_\_\_\_ (Corp. Seal)

Signature: \_\_\_\_\_  
Name and Title:

SURETY

Company: \_\_\_\_\_ (Corp. Seal)

Signature: \_\_\_\_\_  
Name and Title:  
(Attach Power of Attorney)

(Space is provided below for signatures of additional parties, if required.)

CONTRACTOR AS PRINCIPAL

Company: \_\_\_\_\_ (Corp. Seal)

Signature: \_\_\_\_\_  
Name and Title:

SURETY

Company: \_\_\_\_\_ (Corp. Seal)

Signature: \_\_\_\_\_  
Name and Title:

EJCDC No. 1910-28-B (1996 Edition)

Originally prepared through the joint efforts of the Surety Association of America, Engineers Joint Contract Documents Committee, the Associated General Contractors of America, the American Institute of Architects, the American Subcontractors Association, and the Associated Specialty Contractors.

1. The CONTRACTOR and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the OWNER to pay for labor, materials and equipment furnished for use in the performance of the Contract, which is incorporated herein by reference.

2. With respect to the OWNER, this obligation shall be null and void if the CONTRACTOR:

- 2.1. Promptly makes payment, directly or indirectly, for all sums due Claimants, and
- 2.2. Defends, indemnifies and holds harmless the OWNER from all claims, demands, liens or suits by any person or entity who furnished labor, materials or equipment for use in the performance of the Contract, provided the OWNER has promptly notified the CONTRACTOR and the Surety (at the addresses described in paragraph 12) of any claims, demands, liens or suits and tendered defense of such claims, demands, liens or suits to the CONTRACTOR and the Surety, and provided there is no OWNER Default.

3. With respect to Claimants, this obligation shall be null and void if the CONTRACTOR promptly makes payment, directly or indirectly, for all sums due.

4. The Surety shall have no obligation to Claimants under this Bond until:

4.1. Claimants who are employed by or have a direct contract with the CONTRACTOR have given notice to the Surety (at the addresses described in paragraph 12) and sent a copy, or notice thereof, to the OWNER, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.

4.2. Claimants who do not have a direct contract with the CONTRACTOR:

1. Have furnished written notice to the CONTRACTOR and sent a copy, or notice thereof, to the OWNER, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials were furnished or supplied or for whom the labor was done or performed; and
2. Have either received a rejection in whole or in part from the CONTRACTOR, or not received within 30 days of furnishing the above notice any communication from the CONTRACTOR by which the CONTRACTOR had indicated the claim will be paid directly or indirectly; and
3. Not having been paid within the above 30 days, have sent a written notice to the Surety and sent a copy, or notice thereof, to the OWNER, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to the CONTRACTOR.

5. If a notice required by paragraph 4 is given by the OWNER to the CONTRACTOR or to the Surety, that is sufficient compliance.

6. When the Claimant has satisfied the conditions of paragraph 4, the Surety shall promptly and at the Surety's expense take the following actions:

- 6.1. Send an answer to the Claimant, with a copy to the OWNER, within 45 days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.
- 6.2. Pay or arrange for payment of any undisputed amounts.

7. The Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

8. Amounts owed by the OWNER to the CONTRACTOR under the Contract shall be used for the performance of the Contract and to satisfy claims, if any, under any Performance Bond. By the CONTRACTOR furnishing and the OWNER accepting this Bond, they agree that all funds earned by the CONTRACTOR in the performance of the Contract are dedicated to satisfy obligations of the CONTRACTOR and the Surety under this Bond, subject to the OWNER's priority to use the funds for the completion of the Work.

9. The Surety shall not be liable to the OWNER, Claimants or others for obligations of the CONTRACTOR that are unrelated to the Contract. The OWNER shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.

10. The Surety hereby waives notice of any change, including changes of time, to the Contract or to related Subcontracts, purchase orders and other obligations.

11. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the Work or part of the Work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by paragraph 4.1 or paragraph 4.2.3, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

12. Notice to the Surety, the OWNER or the CONTRACTOR shall be mailed or delivered to the addresses shown on the signature page. Actual receipt of notice by Surety, the OWNER or the CONTRACTOR, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.

13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the Contract was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is, that this Bond shall be construed as a statutory Bond and not as a common law bond.

14. Upon request of any person or entity appearing to be a potential beneficiary of this Bond, the CONTRACTOR shall promptly furnish a copy of this Bond or shall permit a copy to be made.

#### 15. DEFINITIONS

15.1. Claimant: An individual or entity having a direct contract with the CONTRACTOR or with a Subcontractor of the CONTRACTOR to furnish labor, materials or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Contract, architectural and engineering services required for performance of the Work of the CONTRACTOR and the CONTRACTOR's Subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

15.2. Contract: The agreement between the OWNER and the CONTRACTOR identified on the signature page, including all Contract Documents and changes thereto.

15.3. OWNER Default: Failure of the OWNER, which has neither been remedied nor waived, to pay the CONTRACTOR as required by the Contract or to perform and complete or comply with the other terms thereof.



**APPLICATION FOR PAYMENT**

**CONTRACTOR'S APPLICATION FOR PAYMENT NO. \_\_\_\_\_**

To: Southern Idaho Solid Waste District (OWNER)  
 From: (CONTRACTOR)  
 Contract: \_\_\_\_\_  
 Project: 2023 Groundwater Monitoring Well Construction Project  
 OWNER's Contract No.: \_\_\_\_\_ ENGINEER's Project No.: 044-22-003-02  
 For Work accomplished through the date of: \_\_\_\_\_

Item No.	Item Description	Schedule of Values			Work Completed & Stored	
		Quantity	Unit Price	Amount	Quantity	Amount
<b>Initial Well Construction</b>						
2010.4.1.A.1	Mobilization	1	LS	\$ -	100%	\$ -
SP-100.4.A*	Well Drilling	700	LF	\$ -	100%	\$ -
SP-100.4.C.1	Temporary Well Casing	782	FT	\$ -	100%	\$ -
SP-200.4.A*	Well Casing	780	LF	\$ -	100%	\$ -
SP-300.4.A*	Well Screen	20	LF	\$ -	100%	\$ -
SP-400.4.A*	Filter Pack	20	Bag	\$ -	100%	\$ -
SP-500.4.A*	Bentonite Chips	400	Bag	\$ -	100%	\$ -
SP-600.4.A*	Surface Seal	25	FT	\$ -	100%	\$ -
SP-700.4.A	Monitoring Well Accessories	1	EA	\$ -	100%	\$ -
SP-800.4.A	Well Development	5	HR	\$ -	100%	\$ -
SP-900.4.A.1*	Slug Testing	1	EA	\$ -	100%	\$ -
SP-900.4.B.1	Install & Remove Test Pump	1	EA	\$ -	100%	\$ -
SP-900.4.C.1*	Well Testing & Monitoring	24	HR	\$ -	100%	\$ -
<b>Additional Well Construction</b>						
SP-100.4.B*	Well Drilling	1,400	LF	\$ -	100%	\$ -
SP-100-4-C-2	Temporary Well Casing	1564	FT	\$ -	100%	\$ -
SP-200.4.B*	Well Casing	1,560	LF	\$ -	100%	\$ -
SP-300.4.B*	Well Screen	40	LF	\$ -	100%	\$ -
SP-400.4.B*	Filter Pack	40	Bag	\$ -	100%	\$ -
SP-500.4.B*	Bentonite Chips	800	Bag	\$ -	100%	\$ -
SP-600.4.B*	Surface Seal	50	FT	\$ -	100%	\$ -
SP-700.4.B	Monitoring Well Accessories	2	EA	\$ -	100%	\$ -
SP-800.4.B	Well Development	10	HR	\$ -	100%	\$ -
SP-900.4.A.2*	Slug Testing	2	EA	\$ -	100%	\$ -
SP-900.4.B.2	Install & Remove Test Pump	2	EA	\$ -	100%	\$ -
SP-900.4.C.2*	Well Testing & Monitoring	48	HR	\$ -	100%	\$ -
	TOTAL (Original Contract)			\$ -	0%	\$ -
	TOTAL (Change Orders)			\$ -		\$ -
	TOTAL (Current Contract)			\$ -	0%	\$ -

LESS	5%	RETAINAGE	\$ -
AMOUNT DUE TO DATE			\$ -
LESS PREVIOUS PAYMENTS			\$ -
<b>AMOUNT DUE THIS APPLICATION</b>			<b>\$ -</b>

Accompanying Documentation: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**CONTRACTOR's Certification:**

The undersigned CONTRACTOR certifies that: (1) all previous progress payments received from OWNER on account of Work done under the Contract referred to above have been applied to discharge in full all obligations of CONTRACTOR incurred in connection with Work covered by prior Applications for Payment numbered 1 through \_\_\_\_\_ inclusive; (2) title to all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to OWNER at time of payment free and clear of all liens, claims, security interest and encumbrances (except such as are covered by Bond acceptable to OWNER indemnifying OWNER against any such lien, claim, security interest or encumbrance); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and not defective as that term is defined in the Contract Documents.

Dated: \_\_\_\_\_ (CONTRACTOR)

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

Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

Dated: \_\_\_\_\_ Paragon Consulting, Inc. (ENGINEER)

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

# APPLICATION FOR PAYMENT

## INSTRUCTIONS

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### A. GENERAL INFORMATION

The sample form of Application for Payment is intended as a guide only. Many projects require a more extensive form with space for numerous items, descriptions of Change Orders, identification of variable quantity adjustments, summary of materials and equipment stored at the site and other information. It is expected that a separate form will be developed by ENGINEER and CONTRACTOR at the time CONTRACTOR's Application for Payment is finalized. Note also that the format for retainage must be changed if the Contract permits (or the law provides), and CONTRACTOR elects to deposit securities in lieu of retainage. Refer to Article 14 of the General Conditions for provisions concerning payments to CONTRACTOR.

### B. COMPLETING THE FORM

The Schedule of Values, submitted and approved as provided in paragraphs 2.05.B.3 and 2.07 of the General Conditions should be reproduced as appropriate in the space indicated on the Application for Payment form. Note that the cost of materials and equipment is often listed separately from the cost of installation. Also, note that each Unit Price is deemed to include CONTRACTOR's overhead and profit.

All Change Orders affecting the Contract Price should be identified and included in the Schedule of Values as required for progress payments.

The form is suitable for use in the Final Application for Payment as well as for Progress Payments; however, the required accompanying documentation is usually more extensive for final payment. All accompanying documentation should be identified in the space provided on the form.

### C. LEGAL REVIEW

All accompanying documentation of a legal nature, such as Lien waivers, should be reviewed by an attorney, and the ENGINEER should so advise OWNER.



# **CONTRACTOR'S AFFIDAVIT CONCERNING TAXES**

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

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

Pursuant to the Idaho Code, Title 63, Chapter 15, I, the undersigned, being duly sworn, dispose and certify that all taxes, excises, and license fees due to taxing units the paid, or secured to the satisfaction of the respective taxing units.

\_\_\_\_\_  
(Name of Contractor)

\_\_\_\_\_  
Address

\_\_\_\_\_  
City and State

By: \_\_\_\_\_  
(Signature)

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2023

\_\_\_\_\_  
Notary Public

Residing at \_\_\_\_\_

\_\_\_\_\_  
Commission Expires

# CHANGE ORDER

No. \_\_\_\_\_

DATE OF ISSUANCE \_\_\_\_\_

EFFECTIVE DATE \_\_\_\_\_

OWNER \_\_\_\_\_

CONTRACTOR \_\_\_\_\_

Contract: \_\_\_\_\_

Project: \_\_\_\_\_

OWNER's Contract No. \_\_\_\_\_ ENGINEER's Contract No. \_\_\_\_\_

ENGINEER \_\_\_\_\_

You are directed to make the following changes in the Contract Documents:

Description:

Reason for Change Order:

Attachments: (List documents supporting change)

CHANGE IN CONTRACT PRICE:
Original Contract Price  \$ _____
Net Increase (Decrease) from previous Change Orders No. ___ to ___:  \$ _____
Contract Price prior to this Change Order:  \$ _____
Net increase (decrease) of this Change Order:  \$ _____
Contract Price with all approved Change Orders:  \$ _____

CHANGE IN CONTRACT TIMES:
Original Contract Times: Substantial Completion: _____ Ready for final payment: _____ (days or dates)
Net change from previous Change Orders No. ___ to No. ___: Substantial Completion: _____ Ready for final payment: _____ (days)
Contract Times prior to this Change Order: Substantial Completion: _____ Ready for final payment: _____ (days or dates)
Net increase (decrease) this Change Order: Substantial Completion: _____ Ready for final payment: _____ (days)
Contract Times with all approved Change Orders: Substantial Completion: _____ Ready for final payment: _____ (days or dates)

RECOMMENDED:

APPROVED:

ACCEPTED:

By: \_\_\_\_\_ By: \_\_\_\_\_ By: \_\_\_\_\_  
ENGINEER (Authorized Signature) OWNER (Authorized Signature) CONTRACTOR (Authorized Signature)

Date: \_\_\_\_\_ Date: \_\_\_\_\_ Date: \_\_\_\_\_

EJCDC 1910-8-B (1996 Edition)

Prepared by the Engineers Joint Contract Documents Committee and endorsed by The Associated General Contractors of America and the Construction Specifications Institute.

## CHANGE ORDER

### INSTRUCTIONS

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#### A. GENERAL INFORMATION

This document was developed to provide a uniform format for handling contract changes that affect Contract Price or Contract Times. Changes that have been initiated by a Work Change Directive must be incorporated into a subsequent Change Order if they affect Price or Times.

Changes that affect Contract Price or Contract Times should be promptly covered by a Change Order. The practice of accumulating Change Orders to reduce the administrative burden may lead to unnecessary disputes.

If Milestones have been listed in the Agreement, any effect of a Change Order thereon should be addressed.

For supplemental instructions and minor changes not involving a change in the Contract Price or Contract Times, a Field Order should be used.

#### B. COMPLETING THE CHANGE ORDER FORM

ENGINEER normally initiates the form, including a description of the changes involved and attachments based upon documents and proposals submitted by CONTRACTOR, or requests from OWNER, or both.

Once ENGINEER has completed and signed the form, all copies should be sent to OWNER or CONTRACTOR for approval, depending on whether the Change Order is a true order to the CONTRACTOR or the formalization of a negotiated agreement for a previously performed change. After approval by one contracting party, all copies should be sent to the other party for approval. ENGINEER should make distribution of executed copies after approval by both parties.

If a change only applies to price or to times, cross out the part of the tabulation that does not apply.

# WORK CHANGE DIRECTIVE

No. \_\_\_\_\_

DATE OF ISSUANCE \_\_\_\_\_

EFFECTIVE DATE \_\_\_\_\_

OWNER \_\_\_\_\_

CONTRACTOR \_\_\_\_\_

Contract: \_\_\_\_\_

Project: \_\_\_\_\_

OWNER's Contract No. \_\_\_\_\_ ENGINEER's Project No. \_\_\_\_\_

You are directed to proceed promptly with the following change(s):

Description:

Purpose of Work Change Directive:

Attachments: (List documents supporting change)

If OWNER or CONTRACTOR believe that the above change has affected Contract Price any Claim for a Change Order based thereon will involve one or more of the following methods as defined in the Contract Documents.

Method of determining change in Contract Price:

- Unit Prices
- Lump Sum
- Cost of the Work \_\_\_\_\_

Estimated increase (decrease) in Contract Price:

\$ \_\_\_\_\_.

If the change involves an increase, the estimated amount is not to be exceeded without further authorization.

Estimated increase (decrease) in Contract Times:

Substantial Completion: \_\_\_\_\_ days;

Ready for final payment: \_\_\_\_\_ days.

RECOMMENDED:

AUTHORIZED:

ENGINEER

OWNER

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

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

EJCDC No. 1910-8-F (1996 Edition) Prepared by the Engineers Joint Contract Documents Committee and endorsed by The Associated General Contractors of America and the Construction Specifications Institute.

## WORK CHANGE DIRECTIVE

### INSTRUCTIONS

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#### A. GENERAL INFORMATION

This document was developed for use in situations involving changes in the Work which, if not processed expeditiously, might delay the Project. These changes are often initiated in the field and may affect the Contract Price or the Contract Times. This is not a Change Order, but only a directive to proceed with Work that may be included in a subsequent Change Order.

For supplemental instructions and minor changes not involving a change in the Contract Price or the Contract Times a Field Order should be used.

#### B. COMPLETING THE WORK CHANGE DIRECTIVE FORM

ENGINEER initiates the form, including a description of the items involved and attachments.

Based on conversations between ENGINEER and CONTRACTOR, ENGINEER completes the following:

METHOD OF DETERMINING CHANGE, IF ANY, IN CONTRACT PRICE: Mark the method to be used in determining the final cost of Work involved and the estimated net effect on the Contract Price. If the change involves an increase in the Contract Price and the estimated amount is approached before the additional or changed Work is completed, another Work Change Directive must be issued to change the estimated price or CONTRACTOR may stop the changed Work when the estimated time is reached. If the Work Change Directive is not likely to change the Contract Price, the space for estimated increase (decrease) should be marked "Not Applicable".

Once ENGINEER has completed and signed the form, all copies should be sent to OWNER for authorization because ENGINEER alone does not have authority to authorize changes in Price or Times. Once authorized by OWNER, a copy should be sent by ENGINEER to CONTRACTOR. Price and Times may only be changed by Change Order signed by OWNER and CONTRACTOR with ENGINEER's recommendation.

Paragraph 10.03.A.2 of the General Conditions requires that a Change Order be initiated and processed to cover any undisputed sum or amount of time for Work actually performed pursuant to this Work Change Directive.

Once the Work covered by this directive is completed or final cost and times are determined, CONTRACTOR should submit documentation for inclusion in a Change Order.

**THIS IS A DIRECTIVE TO PROCEED WITH A CHANGE THAT MAY AFFECT THE CONTRACT PRICE OR CONTRACT TIMES. A CHANGE ORDER, IF ANY, SHOULD BE CONSIDERED PROMPTLY.**

# **SUPPLEMENTARY CONDITIONS TO DIVISION 100 OF ISPWC**

## **SOUTHERN IDAHO SOLID WASTE**

**AUGUST 2023**

These Supplementary Conditions amend or supplement the ISPWC Division 100 General Conditions (2020 Edition) of the Contract Documents. All provisions which are not so amended or supplemented remain in full force and effect.

SC-2.02.A Delete in paragraph 2.02.A of the General Conditions and insert the following in its place:

OWNER shall furnish to CONTRACTOR one (1) hard copy and one (1) electronic copy of the Contract Documents.

SC-2.04.A. Change paragraph 2.04.A of the General Conditions to read:

- A. Within 20 days after the Award of Contract and before any Work at the site is started, a conference attended by CONTRACTOR, ENGINEER, and others as appropriate will be held to establish a working understanding among the parties as to the Work and to discuss the schedules referred to in paragraph 2.03.A, procedures for handling Shop Drawings and other submittals, processing Applications for Payment, and maintaining required records.

SC-2.05.A. Replace the first full sentence with the following:

Unless otherwise provided in the Contract Documents, at least five (5) days before the Pre-Construction Conference the CONTRACTOR shall submit schedules in accordance with Paragraph 2.03.A for review for acceptability to ENGINEER as provided below.

SC-4.03. Supplement paragraph 4.03 of the General Conditions as follows:

4.03.A.1. The OWNER shall provide engineering surveys to establish the following reference points for construction control:

As Identified in the Project Special Provisions

SC-5.03. Supplement paragraph 5.03 of the General Conditions as follows:

5.03.A.3. In preparing Drawings and Specifications, the ENGINEER and/or ENGINEER's Consultant utilized the report(s) or drawing(s) of subsurface or physical conditions identified in the Project Special Provisions.

SC-5.06. Replace paragraph 5.06.A.2 and 5.06.A.3 of the General Conditions as follows:

5.06.A.2. In preparing Drawings and Specifications, the ENGINEER and/or ENGINEER's Consultant utilized the report(s) or drawing(s) relating to a Hazardous Environmental Condition identified in the Project Special Provisions.

SC-6.02. Attention is directed to the section 6.02 of the General Conditions which require OWNER and CONTRACTOR each to furnish the other appropriate evidence that the insurance each is required to purchase and maintain is in fact in effect. Any modification of this arrangement will require a change in 6.02.

SC-6.03.C.1.a. Add the following paragraph(s) immediately following paragraph 6.03.C.1 of the General Conditions:

6.03.C.1.a. In addition to the OWNER, ENGINEER and ENGINEER's consultant, include as additional insureds, as provided in paragraph 6.03.C.1 of the General Conditions, the following parties or entities:

6.03.C.1.a.i. None, unless identified in the Project Special Provisions

SC-6.03.D. Add the following paragraph(s) immediately following paragraph 6.03.B.1 and 6.03.B.2 of the General Conditions:

6.03.D. The limits of liability for the insurance required by paragraph 5.04.B.2 of the General Conditions shall provide coverage for not less than the following amounts or greater where required by Laws and Regulations:

6.03.D.1. Worker's compensation, disability benefits and other similar employee benefit acts, and damages because of bodily injury, occupational sickness or disease, or death of CONTRACTOR's employees:

6.03.D.1.a. State: Statutory.

6.03.D.1.b. Employer's Liability: \$ 1,000,000 6.03.D.1.c. Federal and Maritime: As applicable, provide statutory coverage under Federal Compensation Acts such as, but not limited to, the Defense Base Act and the Federal Employee's Liability Act (FELA).

6.03.D.1.d. Not Used

6.03.D.2. CONTRACTOR's Liability Insurance shall provide the following minimum limits and conditions:

6.03.D.2.a. General Aggregate \$ 2,000,000

6.03.D.2.b. Products-Completed Operations Aggregate \$ 2,000,000

6.03.D.2.c. Personal and Advertising Injury (per person/organization with employment exclusion deleted) \$ 1,000,000

6.03.D.2.d. Each Occurrence (bodily injury and property damage) \$ 1,000,000

6.03.D.2.e. Fire Damage (any one fire) N/A

6.03.D.2.f. Medical Expenses (any one person) \$ 500,000

6.03.D.2.g. Property Damage liability insurance will remove the explosion, collapse, and

underground exclusion and provide broad form property damage coverage. 6.03.D.3. Automobile Liability providing for Combined Single Limit (bodily injury and property damage) for owned, non-owned, rented, or hired vehicles \$ 1,000,000 .6.03.D.4. Provide Excess Liability or Umbrella insurance providing protection for at least the hazards insured under the primary liability policies with the following limits:

6.03.D.4.a. General Aggregate \$ 1,000,000

6.03.D.4.b. Each Occurrence \$ 1,000,000

6.03.D5. Additional coverages CONTRACTOR shall provide are as follows:

6.03.D.5.a. Where CONTRACTOR's operations involve the use of owned or nonowned aircraft or watercraft, provide coverage for bodily injury and property damage arising out of ownership, maintenance, use, or entrustment as follows: 6.03.D.5.a.1.

General Aggregate	N/A
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6.03.D.5.a.2. Each Occurrence (Bodily Injury and Property Damage)	N/A
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6.03.D..5.b. OWNER's and CONTRACTOR's Protective Liability (OWNER as named insured with ENGINEER as additional insured)	N/A
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SC-6.04.B.1. Supplement paragraph 6.04.B.1 of the General Conditions as follows:

In addition to OWNER, CONTRACTOR, subcontractor, ENGINEER, ENGINEER's Consultants, the OWNER shall provide a written list of names of all known entities to be named as additional insureds on the property insurance. Any change or addition to the list shall be given in writing to the CONTRACTOR at least 7 days prior to that entity performing Work at the site. Additional insureds shall at least include all those listed in paragraph 6.03.C.1.a of the General Conditions and paragraph 6.03.C.1.a of the Supplementary Conditions.

SC-6.04 Supplement paragraph 6.04.A of the General Conditions as follows:

In addition to the above listed perils, the property insurance shall include

N/A

SC-7.03.D. Supplement paragraph 7.03.D of the General Conditions as follows:

CONTRACTOR (and Subcontractor) regular working hours consist of a maximum of ten working hours within the period between 8:00 a.m. and 4:35 p.m. (Monday – Saturday), on a regularly scheduled basis, excluding Sundays and holidays.

Contractor may work Sundays and holidays provided that 48-hour notice is given.

SC-7.05 Replace “or-Equal” with “or-Equivalent” throughout this section of the General Conditions and the Contract Documents.

SC-7.13.C.4 Supplement paragraph 7.13.C.4 of the General Conditions as follows:

The CONTRACTOR shall, at all times, so conduct his work as to insure the least possible obstruction to traffic and inconvenience to the general public and the residents in the vicinity of the Work, and to insure the safety of persons and property.

SC-7.16 The term “for review and approval” as appears throughout 7.16 “shop drawings and submittal” of the General Conditions is replaced with “for conformance with the design concept.”

SC-8.01.G. Through 8.01.I. Add new paragraphs immediately following paragraph 8.01.F of the General Conditions as follows:



8.01.G. Should CONTRACTOR cause damage to the work or property of any separate contractor at the site, or should any claim arising out of or resulting from CONTRACTOR's performance of the Work at the site be made by any separate contractor against CONTRACTOR, OWNER, ENGINEER, or ENGINEER's Consultants or any other person, CONTRACTOR shall promptly attempt to settle with such other contractor by agreement, or to otherwise resolve the dispute by mediation, arbitration or at law. CONTRACTOR shall, to the fullest extent permitted by Laws and Regulations, indemnify and hold OWNER, ENGINEER, and ENGINEER's Consultants and the officers, directors, employees, agents, and other consultants of each and any of them harmless from and against all claims, costs, losses and damages, (including, but not limited to, all fees and charges of engineers, architects, attorneys and other professionals and all court or arbitration or other dispute resolution costs) arising directly, indirectly or consequentially out of or resulting from any action, legal or equitable, brought by a separate contractor against OWNER, ENGINEER, or ENGINEER's Consultants or the officers, directors, employees, agents, or other consultants of each and any of them to the extent based on a claim caused by, arising out of, or resulting from CONTRACTOR's performance of the Work.

8.01.H. Should a separate contractor cause damage to the Work or property of CONTRACTOR or should the performance of work by any separate contractor at the site give rise to any other claim, CONTRACTOR shall not institute any action, legal or equitable, against OWNER, ENGINEER, or ENGINEER's Consultants or the officers, directors, employees, agents, or other consultants of each and any of them or permit any action against any of them to be maintained and continued in its name or for its benefit in any court or before any mediator or arbitrator which seeks to impose liability on or to recover damages from OWNER, ENGINEER, or ENGINEER's Consultants or the officers, directors, employees, agents, or other consultants of each and any of them on account of any such damage or claim.

8.01.i. If CONTRACTOR is delayed at any time in performing or furnishing Work by any act or neglect of a separate contractor and OWNER and CONTRACTOR are unable to agree as to the extent of any adjustment in Contract Times attributable thereto, CONTRACTOR may make a claim for an extension of time in accordance with Article 12. An extension of the Contract Times shall be CONTRACTOR's exclusive remedy with respect to OWNER, ENGINEER, or ENGINEER's Consultants or the officers, directors, employees, agents, or other consultants of each and any of them for any delay, disruption, interference or hindrance caused by any separate contractor. This paragraph does not prevent recovery from OWNER, ENGINEER, or ENGINEER's Consultants or the officers, directors, employees, agents, or other consultants of each and any of them for activities that are their respective responsibilities.

SC-8.02.C. Add new paragraph immediately following paragraph 8.02.B of the General Conditions as follows:

8.02.C. Other work anticipated to be performed at the site by others will be identified in the project Special Provisions.

SC-9.11 Delete paragraph 9.11 from the General Conditions in its entirety.

SC-9.13. Add a new paragraph immediately following paragraph 9.12 of the General Conditions as follows:

9.13. *OWNER As Resident Project Representative*

9.13.A. In addition to the Resident Project Representative furnished by ENGINEER, OWNER will furnish an OWNER's site representative to assist ENGINEER. The responsibilities, authorities and limitations of authority of the OWNER's site representative will be as specified for the ENGINEER's Resident Project Representative.

SC-10.03.C. Through 10.03.E. Add new paragraphs immediately following paragraph 10.03.B of the General Conditions as follows:

10.03.C. The Resident Project Representative (RPR) will be furnished by the ENGINEER. The responsibilities, authority, and limitations of the RPR are limited to those of ENGINEER in accordance with

paragraph 9.10 of the General Conditions and as set forth elsewhere in the Contract Documents and are further limited and described below.

10.03.D. Responsibilities and Authority:

10.03.D.1. Schedules: Review and monitor the progress schedule, schedule of Submittals, submissions and schedule of values prepared by CONTRACTOR and consult with ENGINEER concerning acceptability.

10.03.D.2. Conferences and Meetings: Conduct or attend meetings with CONTRACTOR, such as preconstruction conferences, progress meetings, Work conferences and other Project related meetings.

10.03.D.3. Liaison: (i) Serve as ENGINEER's liaison with CONTRACTOR, working principally through CONTRACTOR's superintendent and assist in understanding the intent of the Contract Documents; (ii) assist ENGINEER in serving as OWNER's liaison with CONTRACTOR when CONTRACTOR's operations affect OWNER's onsite operations; (iii) assist in obtaining from OWNER additional details or information when required for proper execution of the Work.

10.03.D.4. Submittals: Receive Submittals which are furnished at the site by CONTRACTOR, and notify ENGINEER of availability for examination. Advise ENGINEER and CONTRACTOR of the commencement of any Work or arrival of Products at site, when recognized, requiring a Shop Drawing or Sample if the Submittal has not been approved by ENGINEER.

10.03.D.5. Review of Work, Rejection of defective Work, Inspections and Tests: (i) Conduct onsite observations of the Work in progress to assist ENGINEER in determining if the Work is in general proceeding in accordance with the Contract Documents; (ii) inform ENGINEER and CONTRACTOR whenever RPR believes that any Work is defective; (iii) advise ENGINEER whenever RPR believes that any Work will not produce a completed Project that conforms generally to the Contract Documents or will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents, or whenever RPR believes Work should be uncovered for observation, or requires special testing, inspection, or approval; (iv) monitor that tests, equipment and systems startups and operating and maintenance training are conducted in the presence of appropriate personnel, and that CONTRACTOR maintains adequate records thereof; (v) and observe, record and report to ENGINEER appropriate details relative to the test procedures and startups; and (vi) accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections and report to ENGINEER.

10.03.D.6. Interpretation of Contract Documents: Inform ENGINEER when clarifications and interpretations of the Contract Documents are needed and transmit to CONTRACTOR clarifications and interpretations as issued by ENGINEER.

10.03.D.7. Modifications: Consider and evaluate CONTRACTOR's suggestions for modifications in Drawings or Specifications and provide recommendations to ENGINEER; transmit to CONTRACTOR the decisions issued by ENGINEER.

10.03.D.8. Records: (i) Maintain at the site files for correspondence, conference records, Submittals including Shop Drawings and Samples, reproductions of original Contract Documents including all Addenda, the signed Agreement, Written Amendments, Work Change Directives, Change Orders, Field Orders, additional Drawings issued after the Effective Date of the Agreement, ENGINEER's written clarifications and interpretations, progress reports, and other Project related documents; (ii) keep a diary or log book recording pertinent site conditions, activities, decisions and events.

10.03.D.9. Reports: (i) Furnish ENGINEER periodic reports of progress of the Work and of CONTRACTOR's compliance with the progress schedule and schedule of Submittals submissions;

(ii) consult with ENGINEER in advance of scheduled major tests, inspections or start of important phases of the Work; and (iii) assist in drafting proposed Change Orders, Work Change Directives, and Field Orders, obtain backup material from CONTRACTOR as appropriate.

10.03.D.10. Payment Requests: Review applications for payment with CONTRACTOR for compliance with the established procedure for their submission and forward with recommendations to ENGINEER, noting particularly the relationship of the payment requested to the schedule of values, Work completed and materials and equipment delivered at the site but not incorporated in the Work.

10.03.D.11. Certificates, Maintenance and Operation Manuals, Record Documents, and Site Records: During the course of the Work, monitor that these documents and other data required to be assembled, maintained, and furnished by CONTRACTOR are applicable to the items actually installed and in accordance with the Contract Documents, and have this material delivered to ENGINEER for review and forwarding to OWNER prior to final payment for the Work.

10.03.D.12. Substantial Completion: (i) Conduct an inspection in the company of ENGINEER, OWNER, and CONTRACTOR and prepare a list of items to be completed or corrected; (ii) submit to ENGINEER a list of observed items requiring completion or correction.

10.03.D.13. Completion: (i) Conduct final inspection in the company of ENGINEER, OWNER and CONTRACTOR; and (ii) notify CONTRACTOR and ENGINEER in writing of all particulars in which this inspection reveals that the Work is incomplete or defective; and (iii) observe that all items on final list have been completed, corrected, or accepted by OWNER and make recommendations to ENGINEER concerning acceptance.

10.03.E. Limitations of Authority: Resident Project Representative will not:

10.03.E.1. have authority to authorize any deviation from the Contract Documents or substitution of materials or equipment, unless authorized by ENGINEER; or

10.03.E.2. undertake any of the responsibilities of CONTRACTOR, Subcontractors or CONTRACTOR's superintendent; or

10.03.E.3. accept Submittals from anyone other than CONTRACTOR; or

10.03.E.4. authorize OWNER to occupy the Project in whole or in part; or

10.03.E.5. participate in specialized field or laboratory tests or inspections conducted by others except as specifically authorized by ENGINEER.

SC-13.03.E. Delete paragraph 13.03.E of the General Conditions, and its sub-paragraphs, in its entirety and insert the following in its place:

13.03.E. The unit price of an item of Unit Price Work shall be subject to reevaluation and adjustment under the following conditions:

13.03.E.1. if the total cost of a particular item of Unit Price Work amounts to 10 percent or more of the Contract Price at the time of award and the variation in the quantity of that particular item of Unit Price Work performed by CONTRACTOR differs by more than 25 percent from the estimated quantity of such item indicated in the Bid Form; and

13.03.E.2. if there is no corresponding adjustment with respect to any other item of Work; and

13.03.E.3. if CONTRACTOR believes that CONTRACTOR has incurred additional expense as a result thereof; or if OWNER believes that the quantity variation entitles OWNER to an adjustment in the unit price, either OWNER or CONTRACTOR may demand a Change in Contract Price. Such Change in Contract Price shall be based upon any increase or decrease in costs due solely to the variation above 125 percent or below 75 percent of the estimated quantity. If the quantity variation is such as to cause an increase in Contract Time necessary for completion, the Contractor may request an extension of Contract Time for the Delay in completion resulting from performing the quantity in excess of 125 percent of the estimated quantity. If the parties are unable to agree on the effect of any such variation in the quantity of unit price work, either the OWNER or CONTRACTOR may make a claim for an adjustment in the Contract Price and/or Contract Time in accordance with paragraph 10.05.

13.03.E.4. The estimates of quantities are only approximate. The OWNER reserves the right to increase or decrease individual items in such amount as may be in his sole judgment, to his best interests depending upon conditions encountered or observed during the Project. It shall be the Contractor's responsibility to satisfy himself as to the accuracy of the estimates.

13.03.E.5. Items identified as contingency items will be paid at the unit price regardless of variation in quantity of that particular item of unit price work performed by the Contractor.

SC-14.02.A. Supplement paragraph 14.02.A of the General Conditions as follows:

CONTRACTOR shall establish an inspection program and a testing plan acceptable to the ENGINEER and shall maintain complete inspection and testing records available to ENGINEER.

SC-14.02.D. Supplement paragraph 14.02.D of the General Conditions as follows:

Tests required by Contract Documents to be performed by CONTRACTOR and that require test certificates be submitted to OWNER or ENGINEER for acceptance shall be made by an independent testing laboratory or agency licensed or certified in accordance with Laws and Regulations and applicable state and local statutes. In the event state license or certification is not required, testing laboratories or agencies shall meet following applicable requirements:

14.02.D.1. Basic requirements of ASTM E 329, "Standard Specification for Agencies Engaged in the Testing and/or Inspection of Materials as Used in Construction, as applicable.

14.02.D.2. Calibrate testing equipment at reasonable intervals by devices of accuracy traceable to either the National Bureau of Standards or accepted values of natural physical constants.

SC-15.01.D.1. Delete paragraph 15.01.D.1 of the General Conditions in its entirety and insert the following in its place:

15.01.D.1. 30 days after presentation of the Application for Payment to OWNER with ENGINEER's recommendation, the amount recommended will (subject to the provisions of paragraph 15.01.e) become due and when due will be paid by OWNER to CONTRACTOR.

SC-15.03. Supplement paragraph 15.03 of the General Conditions as follows:

Work will be considered substantially complete as identified in the Project Special Provisions. Work will be considered ready for final payment upon completion of any punch-list items and demobilization, including site cleanup.

**END OF SUPPLEMENTARY CONDITIONS**

**SOUTHERN IDAHO SOLID WASTE  
SISW 2023 GROUNDWATER MONITORING WELL  
CONSTRUCTION PROJECT  
SPECIAL PROVISIONS**

**1. GENERAL DESCRIPTION OF WORK**

The work involves construction of one monitoring well initially, with an option to construct two additional monitoring wells at the discretion of the Engineer. The monitoring wells are to extend into the Snake River Plain Regional Aquifer. The work also includes providing and installing casings, surface seals, screens, performing test pumping and monitoring, performing aquifer testing, and other related work.

All work shall be in accordance with the EPA Groundwater Monitoring Well Standards, the State of Idaho Minimum Well Construction Standards and these specifications.

**2. PERFORMANCE AND BASIS OF PAYMENT**

Except as modified herein, the various work called for on the Bid Schedule shall be performed, measured, and paid for as indicated on said Bid Schedule and as provided in the 2020 IDAHO STANDARDS FOR PUBLIC WORKS CONSTRUCTION (ISPWC).

**3. PRE-QUALIFICATIONS**

The Contractor is not required at time of bid to have a current Public Works License for the State of Idaho and is not required to have a Public Works License for completion of the work on this Project per Idaho Code 54-1903.

In addition, the Contractor is required to have successfully completed at least three projects totaling 1,000-ft of monitoring well drilling in the past five years.

**4. BASIS OF QUANTITIES**

Unless otherwise specified, all quantities are based upon in place, completed and accepted units.

All items of work on the Unit Price Schedule (within the Bid Form) are identified as contingency items, in that the variation in quantities does not apply. These items of work may vary significantly in quantity, without a change in unit price.

**5. AWARD OF CONTRACT**

The Owner reserves the right to reject any or all bids.

**6. WORK SEQUENCE**

Construct work in an orderly and timely manner and minimize vehicular traffic disruption. During construction period, coordinate construction schedule and operations with Engineer.

Complete construction of monitoring well No. 5, then move to monitoring well No. 6 (redrilling MW-3) if authorized by the owner. The identical procedure will continue to monitoring well No. 7 at a location to be determined by the Engineer, if it is determined based on the drilling of wells 5 and/or 6, that another well is needed.

Slug tests will be performed on all constructed monitoring wells, and possibly the existing monitoring wells, if determined necessary by the Engineer. A pump test will then be performed in monitoring well No. 5 and observed in

the remaining monitoring wells. After review of the monitoring and test information, the Engineer will determine if additional monitoring wells are necessary.

**7. PROTECTION OF EXISTING ITEMS**

Damage to SISW facilities or any area or items outside the construction limits of this project shall be promptly repaired by the Contractor. The cost to complete such repairs shall be considered incidental to the cost of the project.

**8. PROPERTY OWNER COORDINATION**

Contractor shall coordinate items of work with the Engineer and Owner on a daily basis to maintain current landfill operations.

**9. ON SITE SUPERVISION**

The general Contractor shall provide competent on-site supervision during any and all construction activities by his forces, including Subcontractors. The superintendent shall be identified at the preconstruction conference, and shall, at a minimum, be on-site during all construction activities from the notice to proceed date to the completion date. If for any reason the superintendent needs to be replaced by the general Contractor, a written notice must be submitted to the owner within five (5) working days before the event occurs.

**10. SUBSTANTIAL COMPLETION**

Substantial completion is defined as having the well construction complete including, completion of well drilling, installation of casing, screen, filter pack, bentonite chip seal surface seal, well accessories, along with completion of well development, testing and monitoring. The Contractor shall achieve substantial completion by February 8, 2024. The Contractor shall notify the owner upon substantial completion, so the owner can complete the project punch list and prepare the substantial completion notice. After the issuance of the substantial completion notice, the Contractor will be given seven (7) calendar days to complete all of the project punch list items for the Project.

If the Contractor has not achieved substantial completion by February 8, 2024 and completed any punch list items after the seven (7) calendar days period, the liquidated damages clause of the contract will be enforced by the Owner.

**11. LIQUIDATED DAMAGES**

Liquidated damages shall be \$1,000 per day for substantial completion and \$500 per day for ready-for-final payment. Liquidated damages will be assessed in accordance with the general and supplemental conditions of the contract.

**12. QUALITY CONTROL TESTING**

In accordance with article 7.20 and 14.02 of the General Conditions, the Contractor shall provide quality control testing throughout the project.

It is expected that the Contractor will control his processes adequately, at or above the minimum frequencies specified, so that the Quality Control Testing can be used for Acceptance.

**13. QUALITY ASSURANCE TESTING**

The Owner reserves the right to complete quality assurance testing for verification of the contractor quality control testing program and may use quality assurance for acceptance of work.

Quality Assurance re-testing necessitated by the failure of Quality Control testing of materials placed by the Contractor shall be at the Contractor's expense. These costs will be deducted from progress estimates.

**14. WORK TO BE COMPLETED BY OWNER**

When applicable, the Contractor shall coordinate with the Owner to incorporate Owner completed work items into the Contractor's schedule. The Owner shall complete the following items of work at no cost to the Contractor:

- Access to Well Locations.
- Survey proposed well locations and provide existing ground elevation at well site(s).

**15. ANTICIPATED MILE STONE DATES**

Bid Opening	August 30, 2023
Bid Award	September 1, 2023
Execute Contract	September 15, 2023
Notice to Proceed	September 18, 2023
Substantial Completion	February 8, 2024 (100 Working Days)
Ready for Final Payment	15 Calendar Days from Substantial Completion

**16. PERMITS**

The Contractor shall be responsible for obtaining all required permits for completion of the project.

## **SPECIAL PROVISIONS**

### **SP-100 – WELL DRILLING**

#### **1. GENERAL**

These items include the cost of all materials, labor, equipment, equipment transportation, and incidentals necessary to complete the groundwater monitoring well construction as specified herein and as indicated on the Construction Plans. It is expected that combustible methane gas may be encountered during the well construction. The CONTRACTOR's bid price shall include provisions for all equipment and procedures necessary to complete the well construction under these conditions safely.

The CONTRACTOR shall prepare and submit to the ENGINEER for review and approval an installation plan and schedule indicating methods and dates necessary to complete Work. The CONTRACTOR shall coordinate the initiation of each well with the OWNER and ENGINEER.

Within 7 days after each well is complete, the CONTRACTOR shall submit to the ENGINEER all inspections and testing documentation based on information recorded in the field during construction.

#### **1.1 SECTION INCLUDES**

- A. Requirements for Drilling the Well.
- B. Geologic Formation Sampling
- C. Geologic and Aquifer Logging

#### **1.2 RELATED SECTIONS**

- A. SP-200 – Well Casing
- B. SP-300 – Well Screen
- C. SP-400 – Filter Pack
- D. SP-500 – Bentonite Chip Seal
- E. SP-600 – Surface Seal
- F. SP-700 – Monitoring Well Accessories
- G. SP-800 – Well Development
- H. SP-900 – Well Testing & Monitoring

#### **1.3 REFERENCES**

- A. Minimum Well Construction Standards, Idaho Department of Water Resources.
- B. ANSI/AWWA A100-20 – Water Wells



#### 1.4 SUBMITTALS

- A. Submit in accordance with Article 7.16 of Division 100.
- B. Submit the drilling plan and drilling method.
- C. Submit Idaho State Driller's License and years of experience.
- D. Complete and submit required well logs to the Idaho Department of Water Resources and Well Log forms to the Engineer.
- E. Make samples available to Engineer throughout the project.
- F. Submit individual samples of materials acquired during drilling to the engineer at the completion of each monitoring well.

#### 1.5 WELL PROTECTION

- A. Securely cap and lock the well at the end of each working day or shift. Do not leave the well unattended if it is open.

#### 1.6 PERMITS, CERTIFICATES, LAWS, AND ORDINANCES

- A. Procure all necessary permits, certificates, and licenses required by the law to execute the work. Comply with all federal, state, and local laws, rules, and regulations when executing the work.

#### 1.7 LOCAL WELL LOGS

- A. Well logs from wells in the surrounding area are provided at the end of this section. This information is intended to assist in preparing the bid. However, the owner does not guarantee its accuracy, nor that it is necessarily indicative of conditions to be encountered in constructing the monitoring wells.
- B. The Contractor shall satisfy himself regarding all local conditions affecting his work by personal investigations.
- C. Neither the information contained in this section nor that derived from maps or plans or from the owner shall act to relieve the Contractor from any responsibility hereunder or from fulfilling any and all terms and requirements of his contract.

### 2. MATERIALS

#### 2.1 DRILLING

Supply the well drilling rig, labor, materials, tools, bailers, and all miscellaneous and incidental items required to drill and complete the well.

#### 2.2 SAMPLING CONTAINERS

- A. Supply Sample Containers. Clean quart-size waterproof plastic containers with sealable lids. Plastic sacks, trash bags, oil cans, etc. are unacceptable containers.

### 2.3 WELL LOG FORMS

- A. Maintain a complete log with the following information to be signed by the driller and submitted to the Engineer at the completion of each monitoring well.
  1. The reference point for all depth measurements;
  2. The depth at which each change or formation occurs;
  3. The depth at which the first water was encountered, if practical;
  4. The location and thickness of each aquifer;
  5. The identification of the stratigraphy and lithology encountered in the borehole;
  6. The depth interval from which each water and formation sample was taken;
  7. The depth for each bore-hole diameter;
  8. The depth to the static water level (SWL) and observable changes in SWL with well depth, if practical;
  9. Total depth of completed well;
  10. Location limits of lost circulation zones;
  11. Depth of temporary casing string(s);
  12. Water production rates at various drilling depths;
  13. The depth of the surface or sanitary seal;
  14. The nominal hole diameter of the well bore above and below the casing seal;
  15. The quantity of material installed for the seal;
  16. The depth and description of each well casing;
  17. Data regarding the well-screen type, diameter wall thickness, aperture, and depth interval in the borehole;
  18. The sealing off of water-bearing strata, if any, and the exact location thereof; and
  19. The project, location, contractor, Engineer, and date.
- B. Well Log form required from the Idaho Department of Water Resources.

## 3. WORKMANSHIP

### 3.1 DRILLING REQUIREMENTS

- A. The contractor is responsible for the construction of one (1) monitoring well, and two (2) additional monitoring wells, if needed, as depicted in these Specifications and Contract Documents.
- B. The drilling technique shall not impair the transmissivity of the aquifer.
- C. During construction of the well and at all times, the Contractor is responsible for the disposal of all drilling fluids and excavated materials from the well in accordance with these Specifications and Contract Documents and all Federal, State, and local rules and regulations.
- D. All drilling fluids and excavated materials from the well are not allowed to run off-site at any time during the project, unless prior written approval from the governing agencies is obtained.
- E. Dispose of excavated materials from the well off-site at a location approved by Federal, State, and local governing agencies.

- F. Upon completion, the well shall be encased with 4” Schedule 40 Stainless Steel to the full depth drilled, and have intake screens placed in the upper water-bearing zone. Accurately record the formations in accordance with Section 2.3.

### 3.2 DRILLING METHOD

- A. The Contractor shall drill each eight-inch diameter monitoring well using an approved drilling method (i.e., air rotary, cable tool, or other pre-approved method) and shall obtain geologic samples and accurately record the geologic formation of the monitoring well. After completion of the initial monitoring well the OWNER and ENGINEER will determine if additional well construction is necessary and notify the Contractor if either, or both, of the additional wells will be constructed. The Contractor is responsible for providing all equipment, labor, tools, materials, and all other items required to complete the well(s). The drilling method shall not impair the transmissivity of the well aquifers.

### 3.3 ALIGNMENT

- A. The finished well shall be straight and plumb.
- B. The maximum deviation from vertical is set by the alignment and plumbness test, See SP-200.3.2.
- C. Contractor shall provide adequate, accurate means of testing the well alignment if required by the Engineer. No additional payment will be provided for performing the alignment test. Any additional work required for redrilling, retesting, and straightening the well will be at the Contractor's expense.

### 3.4 CLEAN UP

- A. Upon completion of the Project, clean up and dispose of off-site all excavated materials and debris accumulated during construction.
- B. Final payment will not be released until the site is restored to its original condition.

### 3.5 SAMPLE FREQUENCY AND METHOD

- A. During drilling of the well hole retrieve a sample of all materials encountered every (10) ten vertical feet and at every formation change fill a clean container with material and clearly label the container with a permanent marker showing the depth of the sample was taken, the date it was taken, the monitoring well from which the sample was taken, and the project.
- B. After the well has been drilled to its full depth and all the samples have been retrieved, submit all samples to the office of the Engineer.

### 3.6 WELL LOGGING

- A. Maintain accurate and current information on the specified Well Log Form on the job site. Submit copies of the form to the Engineer or his representative at the end of each shift.

- B. Upon Completion of the work, file the necessary Well Log and record it with the Idaho Department of Water Resources with a copy to the Engineer.

4. MEASUREMENT & PAYMENT

A&B. Well Drilling will be measured by the linear foot (FT) of well depth from existing ground elevation to bottom of the completed well, as measured along the centerline of the well, and includes all materials, labor, equipment, equipment transportation, and incidentals, including include all tools, excavation, fittings, testing, geologic well formation sampling and logging, disinfection, permits, certificates and licenses, and all other necessary items required to complete the well as specified in these Specifications and elsewhere in these Contract Documents.

C. Temporary Well Casing will be measured by the linear foot (FT) of well depth that the temporary casing is used, from existing ground elevation to bottom of the temporary well casing plus two-feet, as measured along the centerline of the well, and includes all materials, labor, equipment, equipment transportation, and incidentals, including include all tools, materials, couplings, welding rods, excavation, temporary casing, driving shoes, fittings, testing, and all other items required to install and removed the temporary well casing as described in the Specifications and elsewhere in the Contract Documents..

Payment for this item will be made under:

SP-100.4.A, Initial Monitoring Well Drilling (GWMW-5).....	FT
SP-100.4.B, Additional Well Drilling (GWMW-6 &/or GWMW-7).....	FT
SP-100.4.C.1. Temporary Well Casing, Initial Well.....	FT
SP-100.4.C.2. Temporary Well Casing, Additional Wells.....	FT

END OF SECTION

## **SP-200 – WELL CASING**

### **1. GENERAL**

#### **1.1 SECTION INCLUDES**

- A. Work required to install the casing.
- B. Material specification on casing and drive shoes.

#### **1.2 RELATED SECTIONS**

- A. SP-100 – Well Drilling
- B. SP-300 – Well Screen
- C. SP-400 – Filter Pack
- D. SP-500 – Bentonite Chip Seal
- E. SP-600 – Surface Seal
- F. SP-700 – Monitoring Well Accessories
- G. SP-800 – Well Development
- H. SP-900– Well Testing & Monitoring

#### **1.3 REFERENCES**

- A. Minimum Well Construction Standards, Idaho Department of Water Resources
- B. ANSI/AWWA A100-20 – Water wells

#### **1.4 SUBMITTALS**

- A. Submit the casing manufacturer's material specification and data.
- B. Submit in accordance with Article 7.16 of Division 100.

#### **1.5 PROJECT RECORDS**

- A. Accurately record the required casing information per SP-100.2.3.

### **2. MATERIALS**

#### **2.1 CASING**

- A. Stainless Steel Monitoring well casing: Four-inch Schedule 40 SS pipe with threaded joints meeting the requirements of ASTM A778.
- B. Temporary steel well casing: New steel casing conforming to ASTM A53, Grade B not containing materials that could contaminate the monitoring well.

#### **2.2 DRIVING SHOES**

- A. If required, furnish driving shoes suitable for the casing installation that ensures minimum friction with the walls of the drill hole. Drive shoe shall be heat treated (Rockwell C Hardness

30-32) and conform with SAE 1040 steel ring or equivalent. Drive shoes retrieved from the drill hole will remain the property of the Contractor.

2.3 TESTING MATERIAL

- A. Provide all necessary materials and tools required to perform plumbness and alignment tests.

3. WORKMANSHIP

3.1 INSTALLATION

- A. Install temporary steel casing as necessary to provide continuous drilling of the monitoring well. When required, install adequate drive shoes necessary to complete the project.
- B. Install SS casing to the depths and in accordance with procedures outlined in Section SP-100 – Drilling and as detailed on the plans.
- C. Install casing plumb and true to line. Assure at all times the well is in conformance with the alignment and plumbness test.
- D. Surface seal in accordance with SP-600 – Surface Seal.

3.2 ALIGNMENT AND PLUMBNESS TEST

- A. The Engineer may, at any time, require such tests or tests as are necessary to determine whether plumbness limitations are being met. To demonstrate the compliance of the alignment with the requirements, the Contractor shall furnish all labor, tools, and equipment and perform the test described herein.
- B. The SS well casing shall be able to pass a submersible pump and discharge pipe sized sufficiently to perform the aquifer test. In addition, the plumbness and alignment shall meet the requirements of ANSI/AWWA A100-20 section 4.7.9. Any additional work required to straighten the casing shall be at the Contractor's expense.

4. MEASUREMENT AND PAYMENT

Well Casing will be measured by the linear foot (FT) of well depth from the top of the casing to the bottom installed depth of the casing, as measured along the centerline of the casing, and includes all materials, labor, equipment, equipment transportation, and incidentals, including include all tools, materials, couplings, welding rods, excavation, casing, driving shoes, fittings, testing, and all other items required to install the well casing as described in the Specifications and elsewhere in the Contract Documents..

Payment for this item will be made under:

SP-200.4.A, Well Casing Initial Well (GWMW-5).....	FT
SP-200.4.B, Well Casing, Additional Wells (GWMW-6 &/or GWMW-7).....	FT

END OF SECTION

## **SP-300 – WELL SCREEN**

### **1. GENERAL**

#### **1.1 SECTION INCLUDES**

- A. The criteria required for furnishing and installing the well screen.
- B. Method for determining type size and length of the screen and other incidental and related work.

#### **1.2 RELATED SECTIONS**

- A. SP-100 – Well Drilling
- B. SP-200 – Well Casing
- C. SP-400 – Filter Pack
- D. SP-500 – Bentonite Chip Seal
- E. SP-600 – Surface Seal
- F. SP-700 – Monitoring Well Accessories
- G. SP-800 – Well Development
- H. SP-900 – Well Testing & Monitoring

#### **1.3 REFERENCES**

- A. Minimum Well Construction Standards, Idaho Department of Water Resources
- B. ANSI/AWWA A100-20 – Water Wells

#### **1.4 SUBMITTALS**

- A. Submit in accordance with Section 7.16 of Division 100.
- B. Submit the manufacturer's product data on the screen and fittings.

### **2 MATERIALS**

#### **2.1 WELL SCREEN**

- A. Material: 304 Stainless Steel.
- B. Construction: Wire wound continuous slot screens, of all welded construction with helical wire wound around an array of equally spaced longitudinal rods and welded at each point of intersection.
- C. The inlet slot openings between adjacent turns of the outer wire shall widen inwardly so they are non-clogging.
- D. Screen end fittings shall be made of the same material as the screen and be securely welded to each screen section.
- E. Joints: Threaded
- F. Slot Size: To be determined during construction.
- G. Diameter: 4” (four inches). Telescoping.

H. Manufacturer: Johnson Well Screens, or approved equivalent.

3 WORKMANSHIP

3.1 DETERMINATION OF SCREEN SLOT SIZE AND LENGTH

- A. Submit samples of the water bearing material from the aquifer to a qualified laboratory to verify size gradation.
- B. Submit results of water bearing gradation test together with screen manufacturer’s slot size and length recommendation to the Engineer upon completion. The Engineer, within 48 hours of receipt of the results, will supply the well driller with specifications on the screen slot opening and length of each screened interval.
- C. Contractor will then order, obtain, and install the screen. No additional time will be added to the Contract Agreement – Document 00520 for downtime during the time it takes to determine the screen size, order, obtain, and install the screen.

3.2 CONSTRUCTION

- A. The same requirements that are outlined in SP-200 – Well Casing, and SP-800 – Well Development, apply to this section for construction and alignment.
- B. All joints shall be watertight and continuous.
- C. The screen shall be set within ± 0.50 feet of the specified depth in the water bearing strata.

4. MEASUREMENT AND PAYMENT

Well Screen will be measured by the linear foot (FT) of well depth from the top of the well screen to the bottom installed depth of the screen, as measured along the centerline of the screen, and includes all materials, labor, equipment, equipment transportation, and incidentals, including include all tools, materials, couplings, welding rods, screen, fittings, testing, and all other items required to install the well screen as described in the Specifications and elsewhere in the Contract Documents.

Payment for this item will be made under:

SP-300.4.A, Well Screen, Initial Well (GWMW-5).....	FT
SP-300.4.B, Well Screen, Additional Wells (GWMW-6 &/or GWMW-7).....	FT

END OF SECTION



## **SP-400 – FILTER PACK**

### 1. GENERAL

#### 1.1 SECTION INCLUDES

- A. Work required to install the filter pack.
- B. Material specifications on filter pack.

#### 1.2 RELATED SECTIONS

- A. SP-100 – Well Drilling
- B. SP-200 – Well Casing
- C. SP-300 – Well Screen
- D. SP-500 – Bentonite Chip Seal
- E. SP-600 – Surface Seal
- F. SP-700 – Monitoring Well Accessories
- G. SP-800 – Well Development
- H. SP-900 – Well Testing & Monitoring

#### 1.3 REFERENCES

- A. Minimum Well Construction Standards, Idaho Department of Water Resources
- B. ANSI/AWWA A100-20 – Water Wells

#### 1.4 SUBMITTALS

- A. Submit filter pack manufacturer's material specifications and data.
- B. Submit in accordance with Article 7.16 of Division 100.

### 2. MATERIALS

#### 2.1 FILTER PACK

- A. Clean 10 – 20 sand filter packs, or as determined by the Engineer, manufactured for wells.  
The filter packs shall be free of contamination.

### 3. WORKMANSHIP

#### 3.1 INSTALLATION

- A. Install filter pack to limits shown on the plans, or as determined by the Engineer, so an even granular filter is provided around the screen.

4. MEASUREMENT AND PAYMENT

Filter Pack will be measured on a per 50-pound bag (Bag) basis for placing the filter pack as shown on the plans, or as determined by the engineer based on the Contractor’s drill log of the formations encountered, and includes all materials, labor, equipment, equipment transportation, and incidentals, including include all tools, materials, and all other items required to place the filter pack as described in the Specifications and elsewhere in the Contract Documents.

Payment for this item will be made under:

- SP-400.4.A, Initial Well, Filter Pack (GWMW-5).....Bag
- SP-400.4.B, Additional Well, Filter Pack (GWMW-6 &/or GWMW-7).....Bag

END OF SECTION

## **SP-500 – BENTONITE CHIP SEAL**

### **1. GENERAL**

#### **1.1 SECTION INCLUDES**

- A. Work required to install the Bentonite Chip Seal.
- B. Material specifications on Bentonite Chip Seal.

#### **1.2 RELATED SECTIONS**

- A. SP-100 – Well Drilling
- B. SP-200 – Well Casing
- C. SP-300 – Well Screen
- D. SP-400 – Filter Pack
- E. SP-600 – Surface Seal
- F. SP-700 – Monitoring Well Accessories
- G. SP-800 – Well Development
- H. SP-900 – Well Testing & Monitoring

#### **1.3 REFERENCES**

- A. Minimum Well Construction Standards, Idaho Department of Water Resources
- B. ANSI/AWWA A100-20 – Water Wells

#### **1.4 SUBMITTALS**

- A. Submit the Bentonite Chip manufacturer's material specifications and data.
- B. Submit in accordance with Article 7.16 of Division 100.

### **2. MATERIALS**

#### **2.1 BENTONITE CHIPS**

- A. Dry granular bentonite chips are specifically manufactured for use in wells of this type. The chips shall be of adequate size to ensure that a continuous watertight seal is provided between the well casing and the drill hole. In all cases, the chips shall be smaller than ¼ inch.

### **3. WORKMANSHIP**

#### **3.1 INSTALLATION**

- A. The chips shall be installed so a continuous watertight seal is provided between the SS well casing and the drill hole.
- B. The SS well casing shall be centered in the drill hole so a uniform seal is provided.
- C. Install chips from the top of the filter pack to the bottom of the surface seal.

4. MEASUREMENT AND PAYMENT

Bentonite Chip Seal will be measured on a per 50-pound bag (Bag) basis for placing the bentonite chip seal as shown on the plans, or as determined by the engineer based on the Contractor’s drill log of the formations encountered, and includes all materials, labor, equipment, equipment transportation, and incidentals, including include all tools, materials, and all other items required to place the bentonite chip seal as described in the Specifications and elsewhere in the Contract Documents.

Payment for this item will be made under:

- SP-500.4.A, Initial Well, Bentonite Chip Seal (GWMW-5).....Bag
- SP-500.4.B, Additional Wells, Bentonite Chip Seal (GWMW-6 &/or GWMW-.....Bag

END OF SECTION

## **SP-600 – SURFACE SEAL**

### **1. GENERAL**

#### **1.1 SECTION INCLUDES**

- A. The criteria required to surface seal the well.
- B. The items that must be documented relating to the surface seal.

#### **1.2 RELATED SECTIONS**

- A. SP-100 – Well Drilling
- B. SP-200 – Well Casing
- C. SP-300 – Well Screen
- D. SP-400 – Filter Pack
- E. SP-500 – Bentonite Chip Seal
- F. SP-700 – Monitoring Well Accessories
- G. SP-800 – Well Development
- H. SP-900 – Well Testing & Monitoring

#### **1.3 REFERENCES**

- A. Minimum Well Construction Standards, Idaho Department of Water Resources
- B. ANSI/AWWA A100-20 – Water Wells

#### **1.4 SUBMITTALS**

- A. Submit the surface sealing procedure and proposed method.
- B. Submit surface seal specifications and characteristics.
- C. Submit in accordance with Article 7.16 of Division 100 – Submittals.

### **2. MATERIALS**

#### **2.1 SURFACE SEAL**

- A. Provide adequate equipment, pumps, tools, labor, materials, and other necessary items required to install the surface seal in a continuous operation.
- B. Acceptable Surface Seal: Cement grout. API Classification with a minimum compressive strength of 2500 psi at 72 hours. Utilize water that meets IDWR and DEQ drinking water standards.

### **3. WORKMANSHIP**

#### **3.1 REQUIREMENTS**

- A. Depth: Surface seal casing as shown on the plans.

- B. Annular Space: The minimum annular space between the outside of the permanent well casing and the borehole to be filled with grout is one (1) inch minimum. Provide positive physical means on the well casing to ensure one (1) inch minimum clearance between the outside of the well casing and the borehole, at all depths.
- C. Placing: Place the grout continuously, completely filling the annular space between the well casing and the borehole. Maintain the alignment and one (1) inch minimum clearance of the well casing during grouting. Continuously fill the annular space from bottom to top. The surface seal grouting must be a continuous process. Complete the sealing process in a maximum of three (3) hours.
- D. Report the number of cubic yards of grout used to seal the well.
- E. Place by tremie pipe method or other approved methods.
- F. Grout will be sampled, and densities checked.
- G. Withdraw temporary casing as the grout is placed. Ensure proper and continuous seal with the undisturbed ground.
- H. Conform to Idaho Department of Water Resources Minimum Well Construction Standards and these specifications.
- I. Allow the grout to set a minimum of seventy-two (72) hours, or as directed by the Engineer, before drilling resumes.
- J. Allow the surface seal to cure for at least twenty-four (24) hours prior to commencing work that could damage the integrity of the seal.

3.2 FINISHED SURFACE SEAL

- A. Upon completion, the surface seal shall not allow the transmission of fluid between the surface or any aquifers or the transmissions of fluid between aquifers.

3.3 DOCUMENTATION

- A. Document required information on the surface seal as outlined in SP-100 – Well Drilling.

4. MEASUREMENT AND PAYMENT

Surface Seal will be measured by the linear foot (FT) of surface seal measured the top of the seal to the bottom installed depth of the seal, including all equipment, tools, materials, excavation, , testing, and all other items required to install the surface seal as described in the Specifications and elsewhere in the Contract Documents.

Payment for this item will be made under:

SP-600.4.A, Initial Well, Surface Seal (GWMW-5).....	FT
SP-600.4.B, Additional Wells, Surface Seal (GWMW-6 &/or GWMW-7).....	FT

END OF SECTION

## **SP-700 – MONITORNG WELL ACCESSORIES**

### **1. GENERAL**

#### **1.1 SECTION INCLUDES**

- A. Concrete pad around monitoring well.
- B. Well casing and locking lid.
- C. Brass Locks.
- D. Identification plate.
- E. Bollards

#### **1.2 RELATED SECTIONS**

- A. SP-100 – Well Drilling
- B. SP-200 – Well Casing
- C. SP-300 – Well Screen
- D. SP-400 – Filter Pack
- E. SP-500 – Bentonite Chip Seal
- F. SP-600 – Surface Seal
- G. SP-800 – Well Development
- H. SP-900– Well Testing & Monitoring

#### **1.3 REFERENCES**

- A. Minimum Well Construction Standards, Idaho Department of Water Resources
- B. ANSI/AWWA A100-20 – Water Wells
- C. ISPWC Section 702 Concrete Reinforcement
- D. ISPWC Section 703 Cast in Place Concrete

#### **1.4 SUBMITTALS**

- A. As specified in ISPWC Section 702.1.4 and 703.1.4.
- B. Submit in accordance with Article 7.16 of Division 100 – Submittals.

### **2. MATERIALS**

#### **2.1 CONCRETE**

- A. Concrete shall meet the requirements of ISPWC section 703 Cast In Place Concrete Class 3000 or 3000F.

#### **2.2 WELL CASING AND LOCKING LID**

- A. The 10-inch well casing shall be steel and conform with SP-200 – Well Casing . Both the 10-inch and 4-inch casings shall be complete with a hinged weathertight locking lid that will accept a standard lock.

2.3 BRASS LOCKS

- A. The well casing shall be equipped with brass padlocks. All locks shall be keyed alike.

2.4 IDENTIFICATION PLATE

- A. Each casing shall have a metal identification plate permanently attached with engraved letters. The nameplate shall have the following information on it:
  - Monitoring well number
  - Southern Idaho Solid Water
  - Date installed.
  - Benchmark elevation (top of casing)

2.5 BOLLARDS

- A. Bollards shall be a four-inch diameter carbon steel well casing, meeting ASTM A53, filled with concrete.

3. WORKMANSHIP

3.1 INSTALLATION

- A. Install a ten-inch well casing with a locking lid, lock, and identification plate centered over a four-inch SS well casing in accordance with the detail on the plans.
- B. Install concrete pad centered around well casing, as shown in accordance with the detail on the plans.
- C. Install bollards in a uniform manner around the concrete pad, as shown in accordance with the details on the plans.

4. MEASUREMENT AND PAYMENT

Monitoring Wells Accessories shall be measured on a per each (EA) basis for each monitoring well constructed as shown on the plans, and includes all materials, labor, equipment, equipment transportation, and incidentals, including include all tools, materials, excavation, testing, and all other items required to install the monitoring wells accessories as described in the Specifications and elsewhere in the Contract Documents.

Payment for this item will be made under:

SP-700.4.A, Initial Monitoring Well, Accessories (GWMW-5).....	EA
SP-700.4.B, Additional Monitoring Wells, Accessories (GWMW-6 &/or GWMW-7).....	EA

END OF SECTION



## **SP-800 – WELL DEVELOPMENT**

### **1. GENERAL**

#### **1.1 SECTION INCLUDES**

- A. Work required to develop wells in granular formations.
- B. Materials required to develop the well.

#### **1.2 RELATED SECTIONS**

- A. SP-100 – Well Drilling
- B. SP-200 – Well Casing
- C. SP-300 – Well Screen
- D. SP-400 – Filter Pack
- E. SP-500 – Bentonite Chip Seal
- F. SP-600 – Surface Seal
- G. SP-700 – Monitoring Well Accessories
- H. SP-900– Well Testing & Monitoring

#### **1.3 REFERENCES**

- A. Minimum Well Construction Standards, Idaho Department of Water Resources
- B. ANSI/AWWA A100-20- Water Wells

#### **1.4 SUBMITTALS**

- A. Submit in accordance with Article 7.16 in Division 100.
- B. Submit well development method for Engineer's review.

### **2. MATERIALS**

#### **2.1 REQUIREMENTS**

- A. Provide all pumps, equipment, tools, labor, water, and other items required to develop the well.

### **3. WORKMANSHIP**

#### **3.1 DEVELOPMENT**

If water bearing zones are encountered in granular formation, the well will be developed as follows:

- A. After drilling, develop the well by simultaneous high velocity, horizontal jetting, and pumping in accordance with ANSI/AWWA A100-20 water wells or other methods approved by the Engineer.
- B. The outside diameter of the jetting tool shall be one inch less in diameter than the screen inside diameter.

- C. Jetting fluid minimum exit velocity at the jet nozzle shall be a minimum of 225 feet per second.
- D. Rotate the jet tool at less than one revolution per minute.
- E. Gradually raise jetting tool between 5 and 15 minutes per foot of the well screen. Do not allow the tool to become stationary.
- F. Movement of the jet tool from one jetting level to the adjacent level shall not exceed six (6) inches.
- G. Jetting shall proceed from the bottom of the screen to the top.
- H. Jetting fluid to be clean water and shall contain less than one part per million suspended solids.
- I. Uniformly and gradually jet the entire surface of the well screen.
- J. Jetting tool to have a minimum of four (4) jet nozzles.
- K. Construct jet nozzles of abrasion-resistant material. Required jet velocity must be maintained throughout development.
- L. Pressure at the jet nozzle shall not exceed 200 pounds per square inch (psi).
- M. Remove material by pumping and dispose of it in accordance with the regulations outlined in SP-100 – Well Drilling.
- N. Continue high-velocity jetting until no appreciable amount of material is brought into the well after sixty (60) minutes. The minimum development time shall be four (4) hours.
- O. Pumping from the well shall be at a rate between 5 and 15 percent more than the rate at which water is introduced through the jetting tool.
- P. Pump water from the well until the water has turbidity of less than one (1) NTU.

4. MEASUREMENT AND PAYMENT

Well Development will be on a per hour (HR) basis and includes all materials, labor, equipment, equipment transportation, incidentals, and all other items required to complete development of each monitoring well as described in the Specifications and elsewhere in the Contract Documents.

Payment for this item will be made under:

SP-800.4.A, Well Development, Initial Well (GWMW-5).....EA

SP-800.4.B, Well Development, Additional Wells (GWMW-6 &/or GWMW-7).....EA

END OF SECTION

## **SP-900 --WELL TESTING AND MONITORING**

### **1. GENERAL**

#### **1.1 SECTION INCLUDES**

- A. Criteria required to test the wells for drawdown, hydraulic conductivity, and yield.
- B. Information the Contractor must document during the well test.

#### **1.2 RELATED SECTIONS**

- A. SP-100 – Well Drilling
- B. SP-200 – Well Casing
- C. SP-300 – Well Screen
- D. SP-400 – Filter Pack
- E. SP-500 – Bentonite Chip Seal
- F. SP-600 – Surface Seal
- G. SP-700 – Monitoring Well Accessories
- H. SP-800 – Well Development

#### **1.3 REFERENCES**

- A. Minimum Well Construction Standards, Idaho Department of Water Resources
- B. ANSI/AWWA A100-20 – Water Wells

#### **1.4 SUBMITTALS**

- A. Submit test equipment literature and testing procedure.

#### **1.5 PERMITS, CERTIFICATIONS, LAWS, AND ORDINANCES**

- A. Procure and comply with all permits, certificates, laws, and ordinances during testing of the well and discharge of the well water during test pumping.

### **2. MATERIALS**

#### **2.1 TEST PUMP**

- A. Provide pump and appurtenance that are capable of delivering a continuous discharge ranging between two (2) gallons per minute (gpm) and seven (7) gpm from the finished well.

#### **2.2 MONITORING EQUIPMENT**

- A. Provide a propeller flow meter that accurately displays the discharge being test pumped from the well in gallons per minute. The flow meter shall have an accuracy of  $\pm 1\%$ . Both totalizer and sweep hand indicators are required.
- B. Provide all monitoring equipment and personnel for the testing and monitoring for the initial monitoring well that accurately measure and records the water level in the wells at the

required time intervals. The monitoring equipment shall have a minimum accuracy to the nearest five (5) seconds on time and the nearest 0.10 feet of water table depth. Cascading or leaking water must not interfere with the measurement of depth to the water table.

Verification of equipment function and accuracy must be demonstrated before beginning test pump operations.

Upon completion of the initial well test the OWNER and Engineer will determine if additional well construction and well testing is required and will notify the contractor if additional well construction and testing will be completed.

- C. Provide a solid metal slug of sufficient volume to raise the water level in the monitoring wells a minimum of two (2) feet. After drilling is complete, the size of the slug required may be changed to improve the testing measurements and results.

2.3 MONITORING FORMS

- A. Use the forms at the end of this section to record the test data.

2.4 MONITORING LOCATIONS

- A. All monitoring wells.

3. WORKMANSHIP

3.1 SLUG TEST REQUIREMENTS

- A. After completion and development of each monitoring well, commence slug test and record water levels in wells during the test procedure. All slug tests shall be completed prior to the pump test.
- B. Lower the slug into the monitoring well until the entire slug is below the static water level and record the new water level, the timing of the test will begin at this point. Record the water level at intervals as indicated until the water level returns to the original static level. The slug will then be removed from the well and the water level again measured, the same procedure will be followed until the water level returns to its original static position.

Frequency of Test Records:

Recording Interval	Time into Test, minutes
--------------------	-------------------------

INTRODUCE SLUG

15 second	0-5
30 second	5-15
1 minutes	15 – water level returns to static position

REMOVE SLUG

15 second	0-5
30 second	5-15
1 minutes	15 – water level returns to static position

- C. Perform the slug test in a continuous and uninterrupted manner for the required test duration period. Interruptions or delays in the test procedure will require the abandonment of the test results and a new test to be performed after the aquifer has been allowed to recover to its original state at no additional cost to the Owner.

3.2 PUMP TEST REQUIREMENTS

- A. After completion and development of all monitoring wells and completion of slug testing, commence test pumping in Monitoring Well No. 1 and record draw down in all monitoring wells during test pumping in accordance with the following requirements:

Recording Required:	Static water level
	(i) Flow rate in gpm
	(ii) Water level below the reference point
	(iii) Corresponding real time

Monitoring well No. 5 will be pumped at a rate to be determined by the Engineer after the monitoring well has been constructed. Pumping will continue, without interruption, until the water level is stabilized in monitoring well 5 and the adjacent monitoring wells which may include Wells, 1, 2, 3 and 4.

Frequency of Test Records:

Recording Interval	Time into Test, minutes
15 second	0-5
30 second	5-15
1 minute	15-30
5 minute	30-60
10 minute	60-120
20 minute	120-240
30 minute	240-360
1 hour	360-720
2 hour	720 – water level stabilized in all Monitoring wells.

- B. After test pumping is complete, record the recovery rate of the monitoring wells from the time the test pump is shut off until the water level in the wells has reached and stabilized at its static water level. Record the recovery of the wells at one-minute intervals until the static water level is reached.
- C. Perform the test pumping in a continuous and uninterrupted manner for the required test duration period. Shut down of the test pump or a decrease in flow prior to completion of the test will require the abandonment of the test results and a new test to be performed after the aquifer has been allowed to recover at no additional cost to the owner.

- D. If refueling of test equipment is required, provide a means of safe refueling to prevent shutdown during the test operation.

3.3 RECORDS AND REPORTS

- A. Submit results after the well tests have been completed.

3.4 PROTECTION OF WELLS

- A. During testing, and at all times, follow the necessary procedures required to prevent the contamination of the monitoring wells in accordance with applicable sections of these Technical Specifications.

4. MEASUREMENT AND PAYMENT

Measurement for this item will be made by:

- A. Slug Testing: Measurement shall be on a per each well basis for up to eight slug tests per well. Slug Testing shall include all materials, labor, equipment, equipment transportation, incidentals, and all other items required to perform the testing as described in the Specifications and elsewhere in the Contract Documents.
- B. Installation and Removal of Test Pump: Measurement will be made for installing and removing the test pump on a per each (EA) basis for each well test pumped and shall include installation and removal of the test pump shall include all equipment, labor, materials, test pump, piping and accessories, and all incidental items required to install the test pump so test pumping of the well can commence and remove the test pump after all test pumping is complete.
- C. Well Testing and Monitoring: Measurement will be made on a per hour (HR) basis for well testing and monitoring, including; all materials, labor, equipment, equipment transportation, incidentals, and all other items required to perform the testing as described in the Specifications and elsewhere in the Contract Documents.

Payment for this item will be made under:

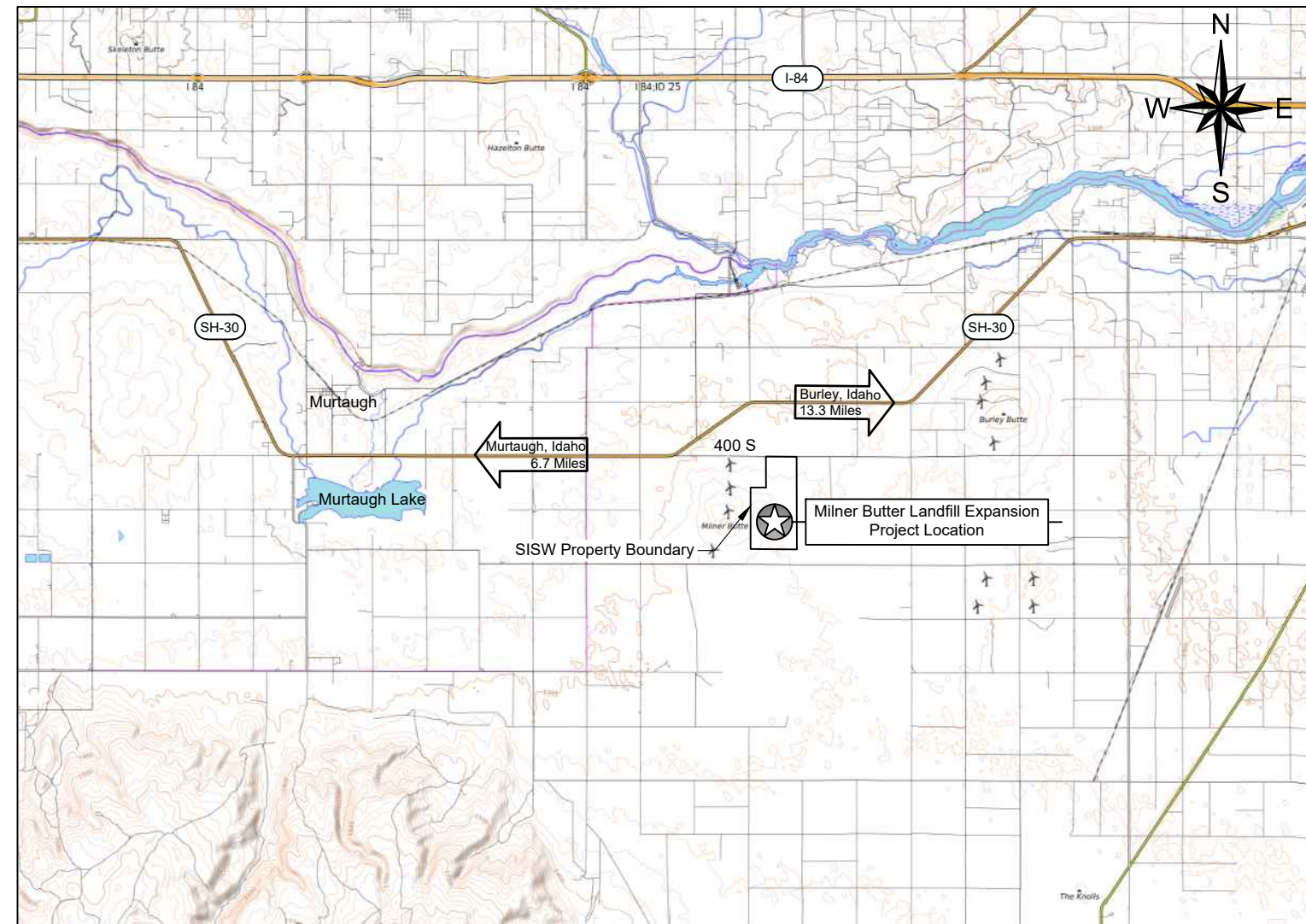
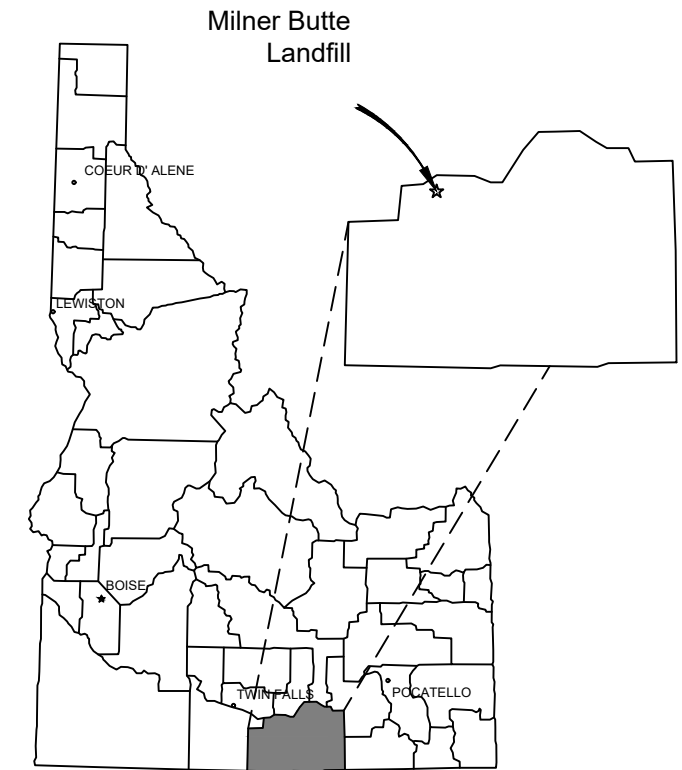
SP-900.4.A.1,	Slug Testing, Initial Well (GWMW-5).....	EA
SP-900.4.A.2,	Slug Testing, Additional Wells (GWMW-6 &/or GWMW-7).....	EA
SP-900.4.B.1,	Install & Remove Test Pump, Initial Well (GWMW-5).....	EA
SP-900.4.B.2,	Install & Remove Test Pump, Additional Wells (GWMW-6 &/or 7).....	EA
SP-900.4.C.1,	Well Testing and Monitoring, Initial Well (GWMW-5).....	HR
SP-900.4.C.2,	Well Testing and Monitoring Additional Wells (GWMW-6 &/or 7).....	HR

END OF SECTION

SHEET INDEX	
SHEET NO.	DESCRIPTION
1	TITLE & VICINITY
2	WELL PLAN AND DETAILS



## SOUTHERN IDAHO SOLID WASTE SISW 2023 GROUNDWATER MONITORING WELL CONSTRUCTION PROJECT



P:\Projects\SISW-22\Milner Butte Expansion\CADD\SISW Ground Water

FILE NAME:	SISW Ground Water.dwg
PROJECT #:	044-22-003
DRAWING DATE:	8/11/2023
DRAWING SCALE:	1:1
DESIGNED:	R. DEL BOSQUE
CHECKED:	S. FREIBURGER
DETAILED:	R. DEL BOSQUE
CHECKED:	S. FREIBURGER

HORIZONTAL SCALE: N.T.S

VERTICAL SCALE: N/A

SOUTHERN IDAHO SOLID WASTE  
2023 GROUNDWATER MONITORING WELL  
CONSTRUCTION PROJECT

TITLE & VICINITY

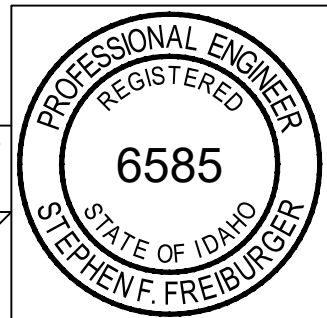


157 W. 4TH STREET  
KUNA, ID 83634  
PHONE: (208) 922-9138

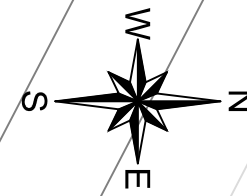
REVISIONS		
DATE	BY	DESCRIPTION

SHEET NO.
1
2

ORIGINAL SIGNED BY: S. FREIBURGER  
DATE ORIGINAL SIGNED: August 11, 2023  
ORIGINAL ON FILE AT: PARAGON CONSULTING, INC.







Region Ground Water Contours

SISW Property

Alternate Point of Compliance

Ground Water Well 5

Monitoring Well 1

Monitoring Well 4

-0.6%

-1.0%

Site Ground Water Contours

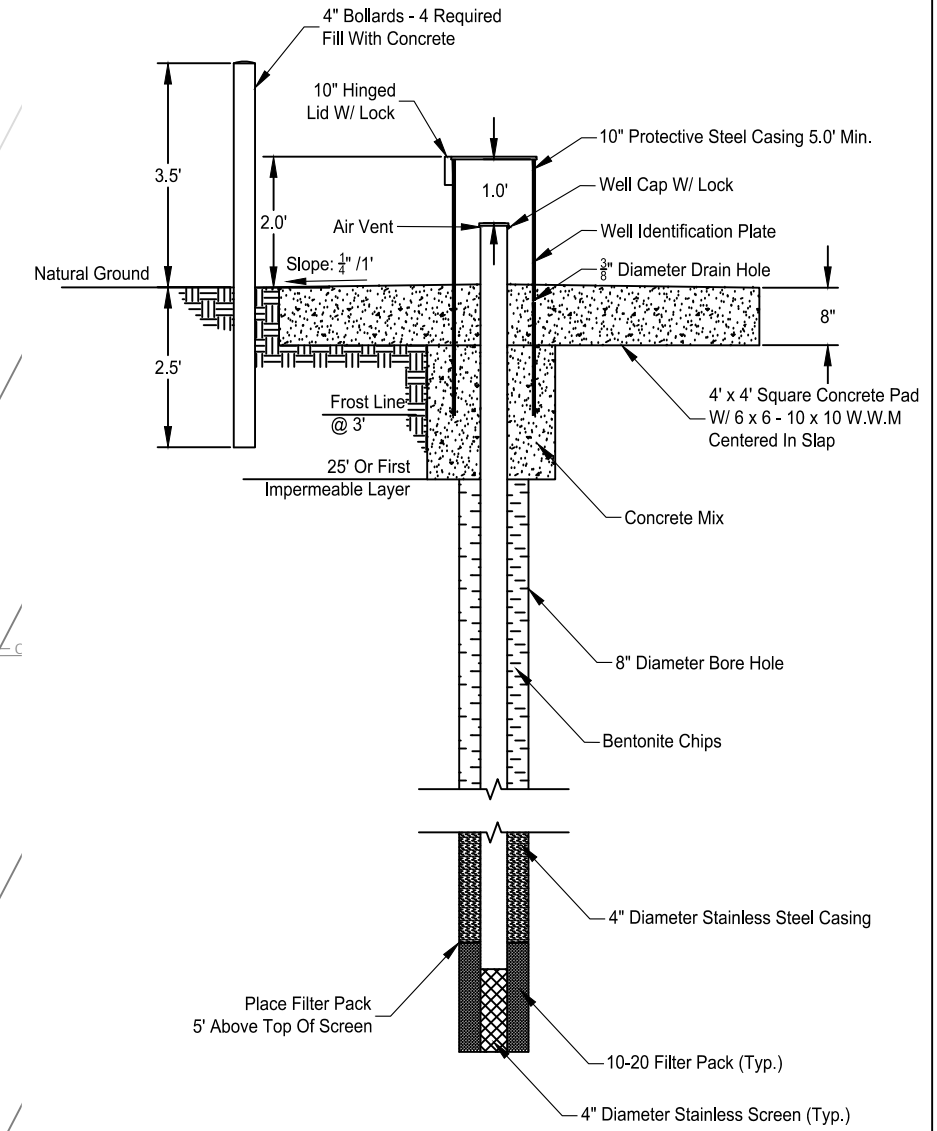
Monitoring Well 2

Monitoring Well 3

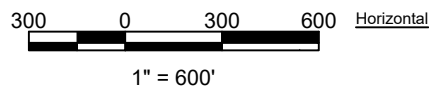
Domestic Well 2

Domestic Well 1

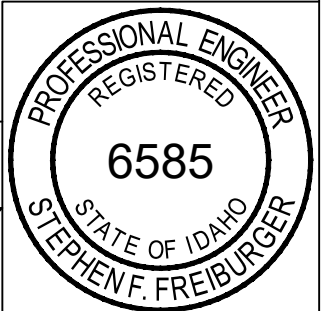
Potential Point of Compliance



MONITORING WELL - CROSS SECTION NOT TO SCALE



ORIGINAL SIGNED BY: S. FREIBURGER  
 DATE ORIGINAL SIGNED: August 11, 2023  
 ORIGINAL ON FILE AT: PARAGON CONSULTING, INC.



P:\Projects\SISW-22\Miller Butte Expansion\CADD\SISW Ground Water

FILE NAME:	SISW Ground Water.dwg
PROJECT #:	044-22-003
DRAWING DATE:	8/11/2023
DRAWING SCALE:	1:1
DESIGNED:	R. DEL BOSQUE
CHECKED:	S. FREIBURGER
DETAILED:	R. DEL BOSQUE
CHECKED:	S. FREIBURGER

HORIZONTAL SCALE: 1" = 600'

VERTICAL SCALE: N/A

SOUTHERN IDAHO SOLID WASTE  
 2023 GROUNDWATER MONITORING WELL  
 CONSTRUCTION PROJECT



157 W. 4TH STREET  
 KUNA, ID 83634  
 PHONE: (208) 922-9138

REVISIONS		
DATE	BY	DESCRIPTION

SHEET NO.  
 2  
 2



**EXHIBIT B**  
**LOCAL WELL LOGS**

IDAHO DEPARTMENT OF WATER RESOURCES  
WELL DRILLER'S REPORT

APR 06 1994

Use Typewriter  
or  
Ball Point Pen  
Page 1 of 2

Department of Water Resources

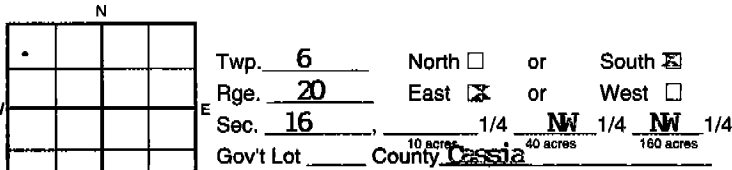
55114

1. DRILLING PERMIT NO. 37-93-C-0174-001  
Other IDWR No. \_\_\_\_\_

2. OWNER:  
Name SOUTHERN REGIONAL SOLID WASTE DIST. MW-1  
Address P.O. Box 66  
City Twin Falls, State ID Zip 83301

3. LOCATION OF WELL by legal description:

Sketch map location must agree with written location.



Address of Well Site  Hwy 30  
City \_\_\_\_\_  
(Give at least name of road + Distance to Road or Landmark)

Lt. \_\_\_\_\_ Blk. \_\_\_\_\_ Sub. Name \_\_\_\_\_

4. PROPOSED USE:

- Domestic  Municipal  Monitor  Irrigation
- Thermal  Injection  Other \_\_\_\_\_

5. TYPE OF WORK

- New Well  Modify or Repair  Replacement  Abandonment

6. DRILL METHOD

- Mud Rotary  Air Rotary  Cable  Other \_\_\_\_\_

7. SEALING PROCEDURES

SEAL/FILTER PACK			AMOUNT	METHOD
Material	From	To	Sacks or Pounds	
Bentonite	0	75.5	14	overbore

Was drive shoe used? Y  N   
Was drive shoe seal tested? Y  N  How? \_\_\_\_\_

8. CASING/LINER:

Diameter	From	To	Gauge	Material	Casing	Liner	Welded	Threaded
8 5/8	+2	75.5	.250	steel	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
					<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Length of Headpipe \_\_\_\_\_ Length of Tailpipe \_\_\_\_\_

9. PERFORATIONS/SCREENS

- Perforations Method \_\_\_\_\_
- Screens Screen Type \_\_\_\_\_

From	To	Slot Size	Number	Diameter	Material	Casing	Liner
						<input type="checkbox"/>	<input type="checkbox"/>
						<input type="checkbox"/>	<input type="checkbox"/>

10. STATIC WATER LEVEL OR ARTESIAN PRESSURE:

559 ft. below ground Artesian pressure \_\_\_\_\_ lb.  
Depth flow encountered \_\_\_\_\_ ft. Describe access port or control devices: \_\_\_\_\_

11. WELL TESTS:

- Pump  Bailor  Air  Flowing Artesian

Yield gal./min.	Drawdown	Pumping Level	Time
1.5			

Water Temp. \_\_\_\_\_ Bottom hole temp. \_\_\_\_\_  
Water Quality test or comments: \_\_\_\_\_

12. LITHOLOGIC LOG: (Describe repairs or abandonment)

Bore Dia.	From	To	Remarks: Lithology, Water Quality & Temperature	Water	Y	N
10	0	21	Silt			
10	21	22	basalt fractured			
10	22	31	silt			
10	31	46	basalt fractured			
10	46	47	broken basalt			
10	47	55	sand stone			
10	55	60	basalt fractured			
10	60	70	sandstone			
10	70	75.5	basalt grey			
8	75.5	103	basalt grey			
8	103	105	brown cinders			
8	105	107	basalt grey			
8	107	112	brown cinders+lava			
8	112	116	basalt			
8	116	121	brown cinders			
8	121	125	basalt grey			
8	125	128	basalt broken grey			
8	128	163	basalt grey			
8	163	201	basalt broken			
8	201	203	brownish red cinders			
8	203	224	basalt broken			
8	224	235	basalt grey			
8	235	264	basalt broken w/red-brown cinders			
8	264	296	basalt grey			
8	296	317	brown cinders			
8	317	325	basalt grey			
8	325	337	broken basalt			
8	339	345	brown cinders			
8	345	392	basalt			
8	392	396	brown cinders			
8	396	399	basalt grey			
8	399	404	reddish-brown cinders			
8	404	453	basalt broken			

Completed Depth \_\_\_\_\_ (Measurable)  
Date: Started 12/21/93 Completed \_\_\_\_\_

RECEIVED  
FEB 23 1994  
WATER RESOURCES  
WESTERN REGION

RECEIVED  
FEB 10 1995

13. DRILLER'S CERTIFICATION

We certify that all minimum well construction standards were complied with at the time the rig was removed.

Firm Name Hiddleston & Son, Inc. Firm No. #35  
Firm Official \_\_\_\_\_ Date \_\_\_\_\_  
and  
Supervisor or Operator Matt Hiddleston Date \_\_\_\_\_  
(Sign once if Firm Official & Operator)



Form 238-7  
1/84

IDAHO DEPARTMENT OF WATER RESOURCES  
**WELL DRILLER'S REPORT**

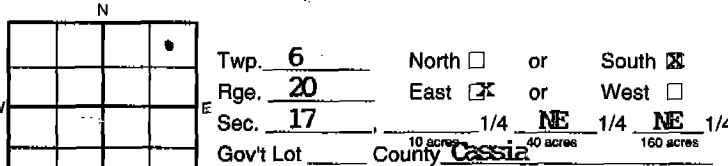
Use Typewriter  
or Ball Point Pen

APR 06 1994 55116

1. DRILLING PERMIT NO. 37 - 93 - C - 0175 - 001  
Other IDWR No. \_\_\_\_\_

2. OWNER:  
Name Southern Regional Solid Waste Dist. MW-2  
Address P.O. Box GG  
City Twin Falls State ID Zip 83301

3. LOCATION OF WELL by legal description:  
Sketch map location must agree with written location.



Address of Well Site Hwy. 30  
City \_\_\_\_\_  
(Give at least name of road + Distance to Road or Landmark)

Lt. \_\_\_\_\_ Blk. \_\_\_\_\_ Sub. Name \_\_\_\_\_

4. PROPOSED USE:  
 Domestic  Municipal  Monitor  Irrigation  
 Thermal  Injection  Other \_\_\_\_\_

5. TYPE OF WORK  
 New Well  Modify or Repair  Replacement  Abandonment

6. DRILL METHOD  
 Mud Rotary  Air Rotary  Cable  Other \_\_\_\_\_

7. SEALING PROCEDURES

SEAL/FILTER PACK			AMOUNT	METHOD
Material	From	To	Sacks or Pounds	
Bentonite	0	58	5	overbore

Was drive shoe used? Y  N   
Was drive shoe seal tested? Y  N  How? \_\_\_\_\_

8. CASING/LINER:

Diameter	From	To	Gauge	Material	Casing	Liner	Welded	Threaded
8	+2	58	.250	steel	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
					<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
					<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Length of Headpipe \_\_\_\_\_ Length of Tailpipe \_\_\_\_\_

9. PERFORATIONS/SCREENS

Perforations Method \_\_\_\_\_  
 Screens Screen Type \_\_\_\_\_

From	To	Slot Size	Number	Diameter	Material	Casing	Liner
						<input type="checkbox"/>	<input type="checkbox"/>
						<input type="checkbox"/>	<input type="checkbox"/>
						<input type="checkbox"/>	<input type="checkbox"/>

10. STATIC WATER LEVEL OR ARTESIAN PRESSURE:  
553 ft. below ground Artesian pressure \_\_\_\_\_ lb.  
Depth flow encountered \_\_\_\_\_ ft. Describe access port or control devices: \_\_\_\_\_

11. WELL TESTS:  
 Pump  Bailor  Air  Flowing Artesian

Yield gal./min.	Drawdown	Pumping Level	Time

Water Temp. \_\_\_\_\_ Bottom hole temp. \_\_\_\_\_  
Water Quality test or comments: \_\_\_\_\_

12. LITHOLOGIC LOG: (Describe repairs or abandonment) Water

Bore Dia.	From	To	Remarks: Lithology, Water Quality & Temperature	Y	N
10	0	56	Silt		
10	56	58	basalt grey		
8	58	72	basalt grey		
8	72	83	basalt broken		
8	83	87	black cinders		
8	87	89	grey basalt		
8	89	125	broken basalt		
8	125	131	basalt grey		
8	131	139	broken grey basalt		
8	139	152	basalt grey		
8	152	156	reddish-brown lava + cinders		
8	156	166	basalt grey		
8	166	168	brown cinders		
8	168	169	basalt grey		
8	169	203	brown lava + cinders		
8	203	233	basalt grey		
8	233	248	brown cinders		
8	248	251	basalt grey		
8	251	257	grey cinders		
8	257	294	basalt grey		
8	294	296	brown cinders		
8	296	370	grey basalt		
8	370	422	brown cinders		
8	422	510	grey basalt		
8	510	512	brown cinders		
8	512	545	basalt grey		
8	545	554	brownish broken basalt		
8	554	561	brown basalt		
8	561	575	basalt soft		
8	575	587	red cinders		

RECEIVED  
FEB 23 1994  
WATER RESOURCES  
WESTERN REGION

FEB 28 1994

Completed Depth 587' Department of Water Resources (Measurable)  
Date Started 12/31/93 Southern Region 1/25/94  
Completed \_\_\_\_\_

13. DRILLER'S CERTIFICATION

I/We certify that all minimum well construction standards were complied with at the time the rig was removed.

Firm Name Hiddleston & Son, Inc. Firm No. #35

Firm Official \_\_\_\_\_ Date \_\_\_\_\_

Supervisor or Operator Matt Hiddleston Date \_\_\_\_\_  
(Sign once if Firm Official & Operator)

Form 238-7  
1/94

# IDAHO DEPARTMENT OF WATER RESOURCES WELL DRILLER'S REPORT

Use Typewriter  
or  
Ball Point Pen  
APR 06 1994  
Department of Water Resources **55117**

1. DRILLING PERMIT NO. 37 - 93 - C - 0176 - 001  
Other IDWR No. \_\_\_\_\_

2. OWNER:  
Name Southern Regional Solid Waste Dist. MW-3  
Address P.O. Box 66  
City Twin Falls State ID Zip 83301

3. LOCATION OF WELL by legal description:

Sketch map location must agree with written location.

N			
S			

Twp. 6 North  or South   
Rge. 20 East  or West   
Sec. 20 1/4 SW 1/4 SW 1/4  
Gov't Lot \_\_\_\_\_ County Cassia 10 acres 40 acres 160 acres

Address of Well Site  Hwy 30  
City \_\_\_\_\_  
(Give at least name of road + Distance to Road or Landmark)

Lt. \_\_\_\_\_ Blk. \_\_\_\_\_ Sub. Name \_\_\_\_\_

4. PROPOSED USE:

- Domestic  Municipal  Monitor  Irrigation
- Thermal  Injection  Other \_\_\_\_\_

5. TYPE OF WORK

- New Well  Modify or Repair  Replacement  Abandonment

6. DRILL METHOD

- Mud Rotary  Air Rotary  Cable  Other \_\_\_\_\_

7. SEALING PROCEDURES

SEAL/FILTER PACK		AMOUNT		METHOD
Material	From	To	Sacks or Pounds	
Bentonite	0	78	7	overbore

Was drive shoe used? Y  N   
Was drive shoe seal tested? Y  N  How? \_\_\_\_\_

8. CASING/LINER:

Diameter	From	To	Gauge	Material	Casing	Liner	Welded	Threaded
8 5/8	+2'	78'	.250	steel	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Length of Headpipe \_\_\_\_\_ Length of Tailpipe \_\_\_\_\_

9. PERFORATIONS/SCREENS

- Perforations Method \_\_\_\_\_
- Screens Screen Type \_\_\_\_\_

From	To	Slot Size	Number	Diameter	Material

10. STATIC WATER LEVEL OR ARTESIAN PRESSURE:

544 ft. below ground Artesian pressure \_\_\_\_\_ lb.  
Depth flow encountered \_\_\_\_\_ ft. Describe access port or control devices: \_\_\_\_\_

11. WELL TESTS:

- Pump  Bailer  Air  Flowing Artesian

Yield gal./min.	Drawdown	Pumping Level	Time

Water Temp. \_\_\_\_\_ Bottom hole temp. \_\_\_\_\_  
Water Quality test or comments: \_\_\_\_\_

12. LITHOLOGIC LOG: (Describe repairs or abandonment)

Bore Dia.	From	To	Remarks: Lithology, Water Quality & Temperature	Y	N
10	0	71	silt		
10	71	76	broken basalt grey		
10	76	78	basalt grey		
8	78	106	basalt grey		
8	106	108	sand		
8	108	123	broken lava + cinders brown		
8	123	219	basalt grey		
8	219	257	cinders brownish yellow		
8	257	367	basalt grey		
8	367	370	cinders grey		
8	370	453	basalt grey		
8	453	525	broken lava + cinders grey		X
8	525	614	basalt grey		
8	614	644	basalt grey-n-brown		

RECEIVED  
FEB 28 1994  
Department of Water Resources  
Southern Region Office

RECEIVED  
FEB 23 1994  
WATER RESOURCES  
WESTERN REGION

Completed Depth 644' (Measurable)  
Date: Started 1/6/94 Completed 1/18/94

13. DRILLER'S CERTIFICATION

I/We certify that all minimum well construction standards were complied with at the time the rig was removed.

Firm Name Hiddleston & Son, Inc. Firm No. #35

Firm Official \_\_\_\_\_ Date \_\_\_\_\_

and  
Supervisor or Operator Matt Hiddleston Date \_\_\_\_\_  
(Sign once if Firm Official & Operator)

# IDAHO DEPARTMENT OF WATER RESOURCES WELL DRILLER'S REPORT

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Ball Point Pen  
APR 06 1994

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1. DRILLING PERMIT NO. 37 - 93 - C - 0177 - 001  
Other IDWR No. \_\_\_\_\_

2. OWNER:  
Name Southern Regional Solid Waste Dist. MW-4  
Address P.O. Box 66  
City Twin Falls State ID Zip 83301

3. LOCATION OF WELL by legal description:  
Sketch map location must agree with written location.

N			
S			

Twp. 6 North  or South   
Rge. 20 East  or West   
Sec. 21 1/4 SE 1/4 SE 1/4  
Gov't Lot \_\_\_\_\_ County Cassia 10 acres 40 acres 160 acres

Address of Well Site Hy 30  
City \_\_\_\_\_  
(Give at least name of road + Distance to Road or Landmark)

Lt. \_\_\_\_\_ Blk. \_\_\_\_\_ Sub. Name \_\_\_\_\_

4. PROPOSED USE:  
 Domestic  Municipal  Monitor  Irrigation  
 Thermal  Injection  Other \_\_\_\_\_

5. TYPE OF WORK  
 New Well  Modify or Repair  Replacement  Abandonment

6. DRILL METHOD  
 Mud Rotary  Air Rotary  Cable  Other \_\_\_\_\_

7. SEALING PROCEDURES

SEAL/FILTER PACK			AMOUNT	METHOD
Material	From	To	Sacks or Pounds	
<u>Bentonite</u>	<u>0</u>	<u>25</u>	<u>2</u>	<u>overbore</u>

Was drive shoe used?  Y  N   
Was drive shoe seal tested?  Y  N  How? \_\_\_\_\_

8. CASING/LINER:

Diameter	From	To	Gauge	Material	Casing	Liner	Welded	Threaded
<u>8 5/8</u>	<u>+2'</u>	<u>25'</u>	<u>.250</u>	<u>steel</u>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Length of Headpipe \_\_\_\_\_ Length of Tailpipe \_\_\_\_\_

9. PERFORATIONS/SCREENS  
 Perforations Method \_\_\_\_\_  
 Screens Screen Type \_\_\_\_\_

From	To	Slot Size	Number	Diameter	Material

10. STATIC WATER LEVEL OR ARTESIAN PRESSURE:  
578 ft. below ground Artesian pressure \_\_\_\_\_ lb.  
Depth flow encountered \_\_\_\_\_ ft. Describe access port or control devices: \_\_\_\_\_

11. WELL TESTS:  
 Pump  Bailor  Air  Flowing Artesian

Yield gal./min.	Drawdown	Pumping Level	Time

Water Temp. \_\_\_\_\_ Bottom hole temp. \_\_\_\_\_  
Water Quality test or comments: \_\_\_\_\_

12. LITHOLOGIC LOG: (Describe repairs or abandonment) Water

Bore Dia.	From	To	Remarks: Lithology, Water Quality & Temperature	Y	N
10	0	24	silt		
10	24	25	basalt grey		
8	25	58	basalt grey		
8	58	67	lost circulation soft		
8	67	72	medium		
8	72	160	broken basalt + cinders		
8	160	166	basalt grey		
8	166	176	broken basalt		
8	176	177	void lost circulation		
8	177	378	broken soft		
8	378	385	soft		
8	385	391	med.		
8	391	394	soft		
8	394	396	med.		
8	396	399	med. soft		
8	399	419	fractured med. FEB 28 1994		
8	419	424	med.		
8	424	457	soft		
8	457	525	med.		
8	525	530	broken soft		
8	530	592	med.		
8	592	602	soft		
8	602	603	med.		X
8	603	605	soft		
8	605	612	med.		

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FEB 23 1994  
WATER RESOURCES  
WESTERN REGION

Completed Depth 612' (Measurable)  
Date: Started 1/13/94 Completed 1/17/94

13. DRILLER'S CERTIFICATION  
I/We certify that all minimum well construction standards were complied with at the time the rig was removed.

Firm Name Hickleton & Son, Inc. Firm No. #35  
Firm Official \_\_\_\_\_ Date \_\_\_\_\_  
and  
Supervisor or Operator Matt Hickleton Date \_\_\_\_\_  
(Sign once if Firm Official & Operator)

208-587-90  
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Form 238-7  
6/02

IDAHO DEPARTMENT OF WATER RESOURCES  
**WELL DRILLER'S REPORT**

Domestic Well 2

Office Use Only			
Well ID No.			
Inspected by			
Twp	Rge	Sec	
1/4	1/4	1/4	
Lat:	:	Long:	:

1. **WELL TAG NO. D** 0034406  
**DRILLING PERMIT NO.** 824740  
**Water Right or Injection Well No.** 45-7047B; 45-7221B

2. **OWNER:**  
**Name** Southern Idaho Solid Waste  
**Address** P.O. Box 159  
**City** Burley **State** ID **Zip** 83318

3. **LOCATION OF WELL by legal description:**  
 You must provide address or Lot, Blk, Sub. or Directions to well.  
 Twp. 11 North  or South   
 Rge. 21 East  or West   
 Sec. 16 NE 1/4 NE 1/4 SW 1/4  
 Gov't Lot \_\_\_\_\_ County Cassia  
**Lat:** : : **Long:** : :  
**Address of Well Site** Milner Butte Landfill  
1050 West 400 South City Burley  
(Give at least name of road + Distance to Road or Landmark)  
 Lt. \_\_\_\_\_ Blk. \_\_\_\_\_ Sub. Name \_\_\_\_\_

4. **USE:**  
 Domestic  Municipal  Monitor  Irrigation  
 Thermal  Injection  Other Stock, Industrial

5. **TYPE OF WORK** check all that apply (Replacement etc.)  
 New Well  Modify  Abandonment  Other \_\_\_\_\_

6. **DRILL METHOD:**  
 Air Rotary  Cable  Mud Rotary  Other \_\_\_\_\_

7. **SEALING PROCEDURES**

Seal Material	From	To	Weight / Volume	Seal Placement Method
Bentonite	5	79	42 S	Poured

Was drive shoe used?  Y  N Shoe Depth(s) \_\_\_\_\_  
 Was drive shoe seal tested?  Y  N How? \_\_\_\_\_

8. **CASING/LINER:**

Diameter	From	To	Gauge	Material	Casing	Liner	Welded	Threaded
8"	+3	78	.250	Steel	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Length of Headpipe \_\_\_\_\_ Length of Tailpipe \_\_\_\_\_  
 Packer  Y  N Type \_\_\_\_\_

9. **PERFORATIONS/SCREENS PACKER TYPE**  
 Perforation Method \_\_\_\_\_  
 Screen Type & Method of Installation \_\_\_\_\_

From	To	Slot Size	Number	Diameter	Material	Casing	Liner
						<input type="checkbox"/>	<input type="checkbox"/>

10. **FILTER PACK**

Filter Material	From	To	Weight / Volume	Placement Method

11. **STATIC WATER LEVEL OR ARTESIAN PRESSURE:**  
540 ft. below ground Artesian pressure \_\_\_\_\_ lb.  
 Depth flow encountered \_\_\_\_\_ ft. Describe access port or control devices: \_\_\_\_\_

12. **WELL TESTS:**  
 Pump  Bailor  Air  Flowing Artesian

Yield gal./min.	Drawdown	Pumping Level	Time

Water Temp. \_\_\_\_\_ Bottom hole temp. \_\_\_\_\_  
 Water Quality test or comments: \_\_\_\_\_

13. **LITHOLOGIC LOG: (Describe repairs or abandonment)**

Bore Dia.	From	To	Remarks: Lithology, Water Quality & Temperature	Water	Y	N
13"	0	43	Topsoil			X
	43	56	Gray basalt			X
	56	71	Cinders, lost circulation			X
	71	78	Gray basalt			X
8"	78	112	Gray basalt			X
	112	120	Brown basalt			X
	120	166	Fractured gray basalt			X
	166	178	Brown clay			X
	178	286	Gray basalt			X
	286	310	Cinders			X
	310	398	Gray basalt			X
	398	439	Brown basalt			X
	439	446	Black cinders			X
	446	486	Brown sandy clay & gravel			X
	486	570	Fractured gray basalt			X
	570	620	Brown rhyolite		X	
	620	633	Gray basalt			X
	633	856	Fractured gray basalt		X	
Total depth 843 ft.						

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 OCT 06 2004  
 Department of Water Resources  
 Southern Region

Completed Depth 843 ft. (Measurable)  
 Date: Started 9-28-04 Completed 9-30-04

14. **DRILLER'S CERTIFICATION**  
 I/We certify that all minimum well construction standards were complied with at the time the rig was removed.

Company Name Elsing Drilling Firm No. 31  
 Principal Driller Arnold Elsing Date 10-5-04  
 and  
 Driller or Operator II Craig Egan Date 10-5-04  
 Operator I Lloyd Hayden Date 10-5-04  
Principal Driller and Rig Operator Required.  
 Operator I must have signature of Driller/Operator II.