



CANYON COUNTY COMMISSIONERS

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District I

Tom Dale
District II

Pam White
District III

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November 12, 2019

Granite Construction

Brian Dellett
Senior Account Manager
5810 East 77th Avenue
Commerce City, CO 80022
303-755-1281
brian.dellett@gcinc.com

Adamson Pump & Drilling
Sam Navarro
1320 Smith Avenue
Nampa, ID 83651
(208) 466-6439
adamsondrilling@gmail.com

Environmental West Exploration, Inc.
Zach Gourde
VP Marketing Development
P.O. Box 11095
Spokane, WA 99211
509-534-2740
zachg@environmentalwest.com

Cascade Drilling
Jeff Townsend
Operations Manager Cascade
6480 Contractor St, Boise, ID 83709
208-345-0878 ext. 2250
jtowndsend@cascade-env.com

Hiddleston Drilling and Pump Company
Gary Oyler
1240 NW Beaman St,
Mountain Home, ID 83647
208-587-9055
gary2@hiddlestondrilling.com

Re: *FY2020 Pickles Butte Sanitary Landfill Monitoring Well Project*

Dear Licensed Public Works Contractor:

Canyon County and its Department of Solid Waste hereby solicits bids from qualified drilling and well installation contractors, pursuant to procedures provided by Idaho Code § 67-2805(1), for the installation of a replacement monitoring well at the landfill. The project will be referred to as the FY2020 Pickles Butte Sanitary Landfill Monitoring Well Project. This work consists of drilling, constructing and a developing one new four-inch diameter groundwater monitoring well using air rotary technology per the County's detailed specifications and blueprints, affixed hereto as Attachment 1. Engineering and construction observation for the project is provided by Tetra Tech.

The well will be used to monitor groundwater quality at the Landfill. Proper completion, equipment and material handling, and the use of clean (decontaminated) equipment is imperative so that samples from the well will be representative of subsurface conditions. The depth of the well will be near 580 feet.

In addition to a demonstrated ability to professionally meet the specifications contained herein, the selected contractor must offer the lowest responsive bid, using the Bid Form affixed hereto as Attachment 2, and:

- Be licensed for the duration of the project through the Idaho Department of Water Resources (IDWR) as outlined in IDAPA 37.03.10, Well Driller Licensing Rules;
- Furnish satisfactory evidence that contractor has paid or secured all taxes for which contractor or contractor's property is liable then due or delinquent;
- Obtain and maintain all other necessary licenses (including that of a public works contractor), permits, and other authorizations necessary to perform the required work;
- Provide performance bond and payment bond, each in the full contract amount;
- Maintain worker's compensation and employer's liability insurance in an amount equal to, or in excess of, statutory limits;
- Maintain comprehensive and liability insurance in the amount of \$1,000,000.00 on all vehicles operated in furtherance of the project and name Canyon County as an additional insured on the insurance policy;
- Maintain commercial general liability insurance in the amount of \$1,000,000.00 per occurrence and \$2,000,000.00 in the aggregate and name Canyon County as an additional insured on the insurance policy;
- Agree to and comply with Canyon County's Contract for FY2020 Pickles Butte Sanitary Landfill Monitoring Well Project, affixed hereto as Attachment 3 and incorporated by reference;
- Warrant its labor, and materials used, for one year, beginning from the day of acceptance of the well installation and operation by the County;
- Have the ability to complete the project no later than February 28, 2020;
- Provide a written history to Canyon County detailing any judgment, claim or suit pending or outstanding against your firm; and
- Provide for any sub-contraction necessary, and provide the County copies of such sub's licensure (including that of a public works contractor).

A project walk-through, and schematic review, will be held on Monday, November 18, 2019, beginning at 10:00 a.m., at the Pickles Butte Landfill Office located at 15500 Missouri Avenue, Nampa, Idaho 83686.

Any questions about the project should be directed in writing to:

David Loper, Director
Canyon County Solid Waste
15500 Missouri Avenue
Nampa, Idaho 83686

Or via electronic mail to:
picklesbutte@canyonco.org

Telephone questions will not be accepted.

Questions about, or objections to, the specifications or bid procedures must be received in writing or email by Thursday, November 21, 2019 at 9:00 a.m.

Bids and any objections must be directed to the Canyon County Board of Commissioners via direct delivery or email at commissioner@canyonco.org.

Bids must be identified with the subject line "FY2020 Pickles Butte Sanitary Landfill Monitoring Well Project" and be received by Monday December 2, 2019 at 9:00 a.m.

Questions about the bid process must be directed to David Loper, Landfill Director, at (208) 614-5005 or picklesbutte@canyonco.org.

Although the County intends to accept the responsive bid proposing the lowest, it reserves the right to reject any or all bids or to otherwise act in the best interest of the County. Payment for services at the approved completion of the work will be made in accordance with the contract.

Sincerely,

BOARD OF COUNTY COMMISSIONERS
CANYON COUNTY, IDAHO



Leslie Van Beek, Commissioner

Unavailable for signature

Tom Dale, Commissioner



Pam White, Commissioner

Attest: CHRIS YAMAMOTO, CLERK



Deputy Clerk
Attachments

Attachment 1

Specifications and Blueprints

1. General Drilling Provisions

1.1 Scope of Responsibility

DRILLER shall furnish all labor, equipment (including mobilization/demobilization), and materials for drilling, well construction, and well development.

1.2 Permits and Notifications

DRILLER will be responsible for obtaining a permit to install a well from the Idaho Department of Water Resources (IDWR) using IDWR form 235-1. DRILLER will be responsible for submitting a Well Driller's report (log) to IDWR at the completion of the work. Other IDWR-required notifications, which may include but not be limited to notification before the placement of the well seal, will be the responsibility of the DRILLER.

1.3 Utilities

The COUNTY will obtain a subsurface utility clearance as needed for the proposed well location.

1.4 Access

DRILLER will have access to the drilling site to perform the work described herein during normal landfill operating hours (Monday through Saturday, 8:00 am to 5:30 pm, major holidays excluded). The COUNTY will provide a drill pad not exceeding twenty by eighty feet for the drill rig and pipe truck. The COUNTY will select the location of the monitoring well.

1.5 Security

DRILLER will be responsible to securing their equipment and supplies at the end of each work shift. COUNTY will not be responsible for losses by vandalism, theft, weather, or natural disasters. DRILLER shall secure their work areas and barricade or cover the boring or well opening to ensure public safety and to prevent the entry of foreign material (solids and liquids) whenever work is interrupted by such events as overnight shutdown, weather delays, and standby periods.

1.6 Spills or Chemical Releases

DRILLER shall be responsible for addressing and immediately responding to any spill (at driller's expense and in a manner satisfactory to City's representative and the City) that may occur from DRILLER's activities and equipment. This may include, but is not limited to, immediately controlling the spill, notifying the Solid Waste Director, and taking corrective action.

1.7 Health and Safety

DRILLER is responsible for the Health and Safety of the drilling crew and support personnel. COUNTY may request a copy of DRILLER'S project Health and Safety plan prior to beginning site activities.

1.8 Subcontracting

COUNTY'S preference is that the DRILLER will not subcontract any portion of the drilling or well installation services. If DRILLER plans to use a subcontractor, they must specify it in the response, along with the subcontractor's name and information. DRILLER may otherwise employ a subcontractor for the concrete flat work for the surface completion, provided that the work is warranted as described in Section 3.3 above.

1.9 Standby Time

DRILLER'S bid shall account for up to 24 hours of standby time that may be used in various increments for such activities as allowing water levels to stabilize for measurement, or allowing the grout to cure. Hours outside of normal working hours (for example between 5:30 pm and 8:00 am) will not count toward this standby time. Standby time must be documented in the driller's daily log sheets and agreed to with the Solid Waste Director or COUNTY representative.

1.10 Materials and Supplies

Well construction materials, including outer casing, monitoring well casing, sand, bentonite, and grout procured by the driller shall be new (unused), and free of defects. Well drilling, construction, and development materials and equipment may be visually inspected by the COUNTY personnel or their representatives prior to use.

1.11 Compliance With Rules

Notwithstanding the text of this Request for Bid package, DRILLER must conduct and complete the work in accordance with applicable IDWR regulations.

2. Drilling and Well Specifications

2.1 Geologic Conditions

The monitoring well will be approximately 300 feet from existing monitoring well PB-4. Lithologic information from PB-4 is presented here as an aid to the bidders. A well driller's log for PB-4 is also attached but note that the well completion details described below differ from those for PB-4.

The upper 270 feet (approximate) of the geologic materials consist of the Bruneau Formation, Tuana Gravel, and the upper part of the Glenns Ferry Formation. These materials mainly consist of silt and sand, with lesser amounts of clay and gravel. The materials are not consolidated enough to support open hole drilling so a 10-inch diameter

(nominal) outer steel casing will be installed in these materials to prevent caving. Consolidated materials are expected to be encountered at approximately 270 feet deep. Uncased air rotary drilling will continue into the consolidated portion of Glenns Ferry Formation.

The consolidated portion of the Glenns Ferry Formation is predominantly clay and silt. Claystone is expected below approximately 550 feet deep and will likely extend to the bottom of the drilled boring. The top of the water bearing zone is expected to be near 560 feet. The rate of water movement through the claystone into the boring is expected to be slow.

2.2 Drilling Method and Depth

The drilling method in the unconsolidated materials (to approximately 270 feet deep) is at the discretion of the driller, provided that other portions of this document and IDWR regulations are met. Air rotary technology will be used once the 10-inch casing is set into the consolidated portion of the Glenns Ferry Formation. The uncased portion of the boring diameter will be 8-inch nominal at a minimum. Oil-less compressors or filters to remove oil vapor on the air supply lines must be used to prevent oil from entering the boring. Drill steel thread lubricants must be designed for use in environmental applications (heavy metal and petroleum free). The COUNTY reserves the right to accept or reject lubricants that will be used during the drilling process.

The estimated total depth of the drilled boring is up to 580 feet. The bidder's cost sheet (attached) includes a lump sum cost for 580 feet of drilling, with a per foot cost for drilling and well installation beyond 580 feet.

2.3 Surface Seal

DRILLER will select a method for installing a surface seal that meets the minimum IDWR requirements. As per IDWR requirements, the surface seal must cure for 24 hours before drilling continues.

2.4 Outer Casing Installation

10-inch diameter steel casing will be installed in the upper 270 feet of the boring (approximate) to prevent the walls of the boring from collapsing. The actual depth of the bottom of the casing will be made during drilling. The bidder's cost sheet (attached) includes a lump sum cost for depth of 270 feet of casing, with a per foot cost should conditions dictate that more casing is required.

This casing needs to be permanently sealed to the walls of the boring with cement grout so that a conduit for subsurface vapor is not present. The size of the boring drilled to install the 10-inch casing and the method for installing the seal is at the discretion of DRILLER and must be described in writing as part of their response to this Request for Bid.

2.5 Monitoring Well Casing

The monitoring well will be set once the final depth of the boring is established. The well will be constructed with 4-inch diameter, 316 stainless-steel casing. The casing sections will be threaded together to provide smooth internal walls. The bottom of the casing will include an end cap connected to a five-foot section of blank (non-screened) casing to provide a sump at the bottom of the well. Up to twenty feet of wire wrapped casing will be placed above the sump. The slot size will be 0.020. Blank casing will be placed above the screened section; the blank casing will then extend approximately two feet above the ground surface (+/-3 inches). The DRILLER'S bid price will be for monitoring well installation up to a total depth of 580 feet, with a per foot price for drilling and monitoring well construction beyond that.

The monitoring well screens and sump casing shall be protected while on the project site from potential sources of metals or chemical contamination. All drill crew members handling the casing shall don clean, disposable nitrile or latex gloves prior to handling the casing, and shall immediately change the gloves if potential sources of contaminants are touched.

2.6 Casing Centralizers

Stainless steel well centralizers will be placed approximately every 75 feet along the monitoring well casing, +/- 10 feet. The centralizers will use a bow-spring design so that filter pack material, bentonite, and grout may be placed through them. The DRILLER'S bid shall assume that eight (8) centralizers will be used.

2.7 Filter Pack

Silica sand (size 10-20) will be placed around the sump and screened portion well casing between the well casing and the walls of the boring. The sand will be a commercially available, industry standard product manufactured for this purpose. The filter pack will extend from the bottom of the boring to five feet above the top of the screened section to prevent the infiltration of the annular seal into the sand pack surrounding the well screens.

2.8 Lower Seal

Approximately two feet of 3/8-inch bentonite pellets (PDS Pel-Plug TR30 or similar) will be placed on top of the sand pack using a tremie pipe and will be hydrated as emplaced, unless it is below the level of the groundwater at the time of emplacement.

2.9 Grout Placement

Neat cement grout will be placed above the bentonite tablets. This grout will meet the specifications of IDWR as described in IDAPA 37.03.09, Well Construction Standards Rules. A tremie pipe and pump will be used to place the grout.

The grout will be placed in at least two lifts. The first one will extend from the top of the bentonite tablets to approximately 100 feet above the top of the bentonite tablets. The purpose of limiting this first layer to approximately 100-foot thick is to prevent the weight of the grout from forcibly penetrating into or excessively compressing the underlying bentonite seal and sand pack. This grout will then be allowed to settle and cure for at least 24 hours. The depth to the top of the grout will then be measured and the second lift of grout will be installed. As discussed above, DRILLER will provide a written description of the sealing process for the ten-inch casing. The installation of the grout above the initial layer will need to be in accordance with IDWR regulations and consistent with the plan to seal the ten-inch casing. DRILLER must anticipate and plan for settlement of this lift of grout.

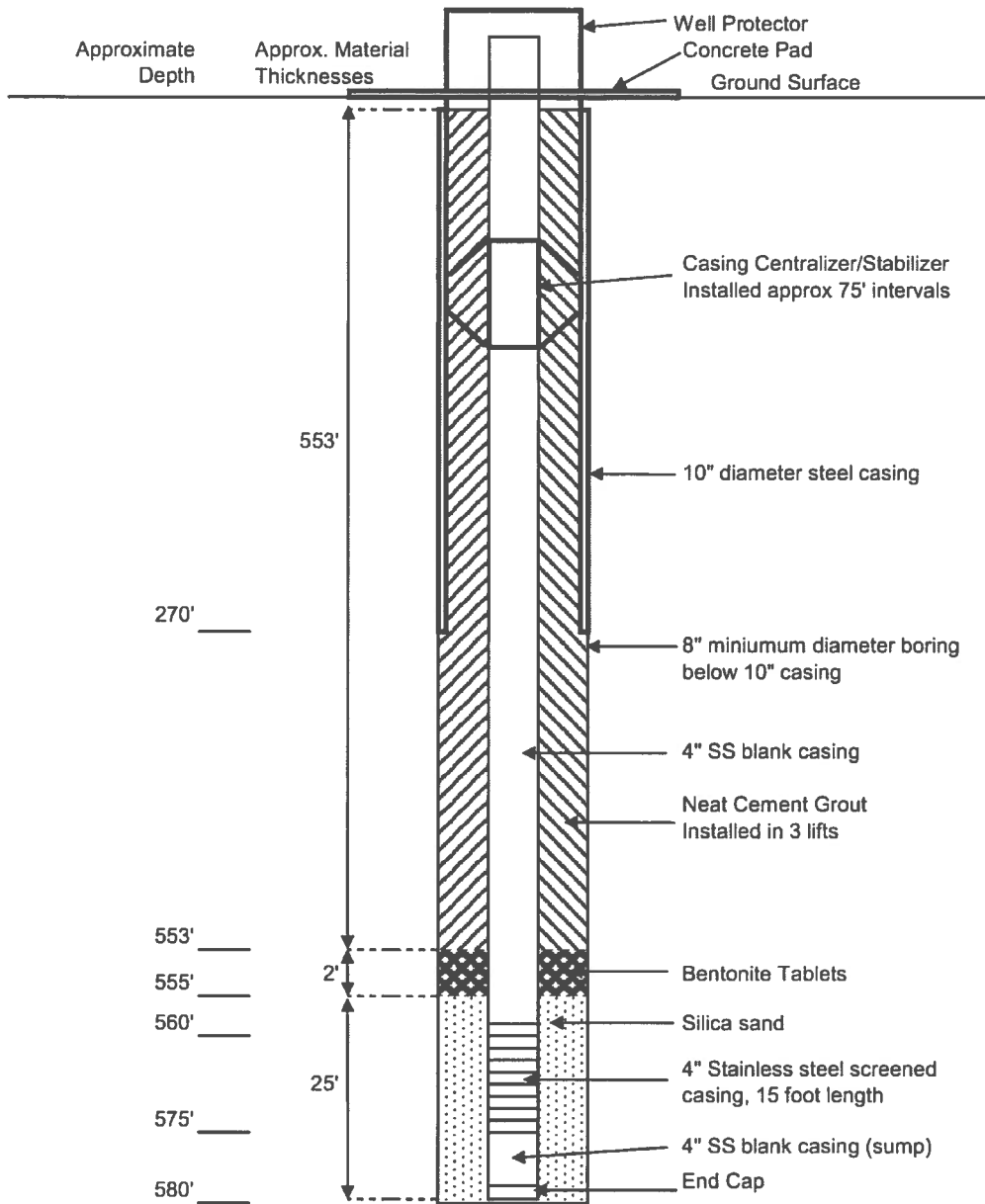
2.10 Well Development

DRILLER will be directed to surge and use a submersible pump to develop the well. The surging may be performed with a surge block or a 3.5-inch diameter, ten-foot long bailer. Part of DRILLER's warranty on the well installation is that the monitoring well casing will be straight enough for this bailer to be lowered to the bottom of the well without obstruction. Water or other fluids may not be introduced into the well. The bailer and/or surge block and pump must be decontaminated (cleaned) before being placed into the well. For the purposes of this bid request, assume that eight (8) hours of time will be spent on well development. The well development water may be placed on the ground surface near the well head.

2.11 Surface Completion

The surface completion will consist of an 8-foot by 8-foot by 6-inch thick concrete pad gently sloped away from the well. The monitoring well casing should have a 2-foot stick-up, and a protective steel riser with locking cap set approximately 6 inches above the top of the well casing. A conceptual schematic of the proposed well construction is attached.

Proposed Well Completion Diagram
 Pickles Butte Landfill, Canyon County Idaho



Not to Scale
 Depths and Material Thicknesses are approximate

PB-4 Description

Rotary drilled well PB-4 is located above the bluffs immediately southeast of the landfill approximately 400 feet from the current active area and 200 feet from the ultimate design (see General Site Map, Plate 1). The lithology encountered in this hole consist of weak to moderately consolidated, tan, clayey and silty sand with occasional gravel lenses from the surface down to a depth of about 265 feet. This sequence constitutes the coarser material correlating with the upper levels of the other borehole locations at the landfill (see geologic borehole schematics in Appendixes A of APPENDIXES OF PRIMARY DATA - HECO 1994 and Geologic Cross Sections Plate 3). A moderately consolidated, tan claystone occurs from 265 to 305 feet depth and a weakly consolidated tan silty clay from 305 to 385 feet. From 385 to 440 feet occurs a moderately consolidated, greenish-brown claystone. The redox boundary occurs within this unit at 422 feet, below which the claystone is an unoxidized gray-brown or gray color. PB-4 below 440 to 500 feet is a weakly consolidated, brown-gray clayey silt and from 500 to 550 feet is a weakly consolidated, gray silty clay. Moderately consolidated gray claystone occurs from 550 feet to the hole bottom at 640 feet.

Despite local facies changes the silt-claystone units from 265 feet to 640 feet closely matches the claystone lithology found in the lower portions of PB-2 (294-557) and PB-3 (215-823) and probably correlates to the blue and gray shale and clay described in PB-1.

Estimated moisture contents within the formation increased markedly below 300 feet and, thereafter for assurance, repeated delays in drilling were incurred to check for the presence of ground water. A check at 505 feet indicated no ground water accumulation at this depth. Although water-bearing conditions became suspected due to higher moisture levels in samples from about 565 to 580 feet, no free water was lifted during drilling. Based on drilling behavior the operator noted there may be weak water production at and below 615 feet. Below 630 feet the sample cuttings started containing less native moisture than from above, so another water check was performed at 640 feet. Ground water was confirmed in the hole with the knowledge that water ingress was from above 630 feet and probably at or below 565 feet. The water level initially rose 35 feet the first hour but had slowed to an 11-foot rise the second hour and to one foot the third hour. The water level the next morning after 19 hours of recovery was at 545 feet for a 95-foot water column in the borehole.

Well screens were placed at 560-575 feet based on the observed higher moisture content and thermal gradient (see section III. E. GEOPHYSICS) and at 605-620 feet based on the suspected weak water production inferred from drilling. No distinct textural variation marks the formation at these nor other intervals which would suggest higher relative permeabilities than neighboring zones. Consequently, it is assumed they are small fracture-flow zones similar to those noted in PB-2. These small features are subtle and would be virtually undetectable in rotary cuttings.

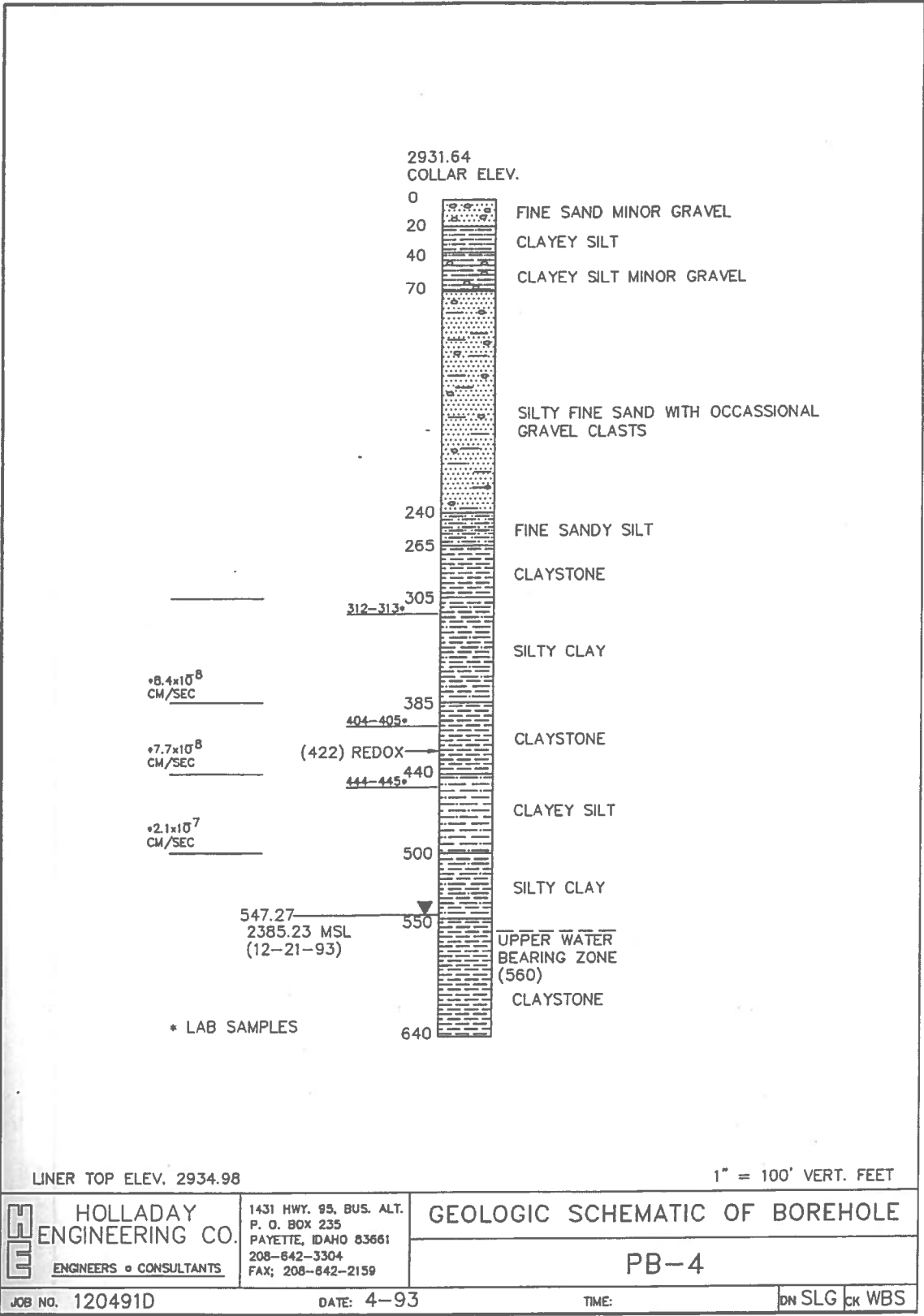
Formation consolidation increased from weak to weakly moderate in the zone from 535 to 590 feet and from weakly moderate to moderate from 590 to 640 feet. Increased consolidation may influence the occurrence and preservation of water-bearing fractures in the claystone unit. The water-producing fractures in the corehole are also in the more consolidated claystone. Consolidation was consistently moderate in the massive claystone in PB-3 where the upper water-bearing zones occur. Sediment consolidation could play a role if fracture preservation and fracture-flow in the claystone has a bearing on the uppermost storage and movement of ground water below the site.

As would be expected, consolidation in each hole usually increases with depth and generally favors finer-grained materials. The depth/consolidation relationship is casual and each borehole displays exceptions, however the trend appears conclusive. Possible causes include increasing load compaction with depth and, to a lesser degree, increasing age and time for cementation.

The static water level after screening these two zones was 545.7 feet below surface (2385.9 feet MSL) after stabilization on February 1, 1993. Similar to PB-3, the two screened intervals in PB-4 were separated by a packer (at 590 feet) and the upper water column bailed to test for upper screen water contribution. After surge blocking and bailing recovery was relatively fast in the upper screen with bailing incapable of lowering the water level to the screen. The packer has been left at 590 feet to permanently isolate the upper screen from any lower screen contribution.

PB-5 Description

Drilling subsequent to PB-4 proved more straight forward as to interpreting downhole hydrologic conditions and due to increasing familiarity with the lithologic section. Also,



DRILLING METHOD

- ROTARY AIR ROTARY MUD CABLE
 HOLLOW STEM AUGER OTHER _____

BOREHOLE CONSTRUCTION

DEPTH OF COMPLETED WELL 645 FT

LOCKING CAP
 PROTECTIVE CASING
 RISER ABOVE GROUND 4.0 FT
 3/STEEL BUMPER POSTS
 ← 6'x6' CONC. PAD

MONUMENT
 DIAMETER 8.5 IN
 MATERIAL STEEL

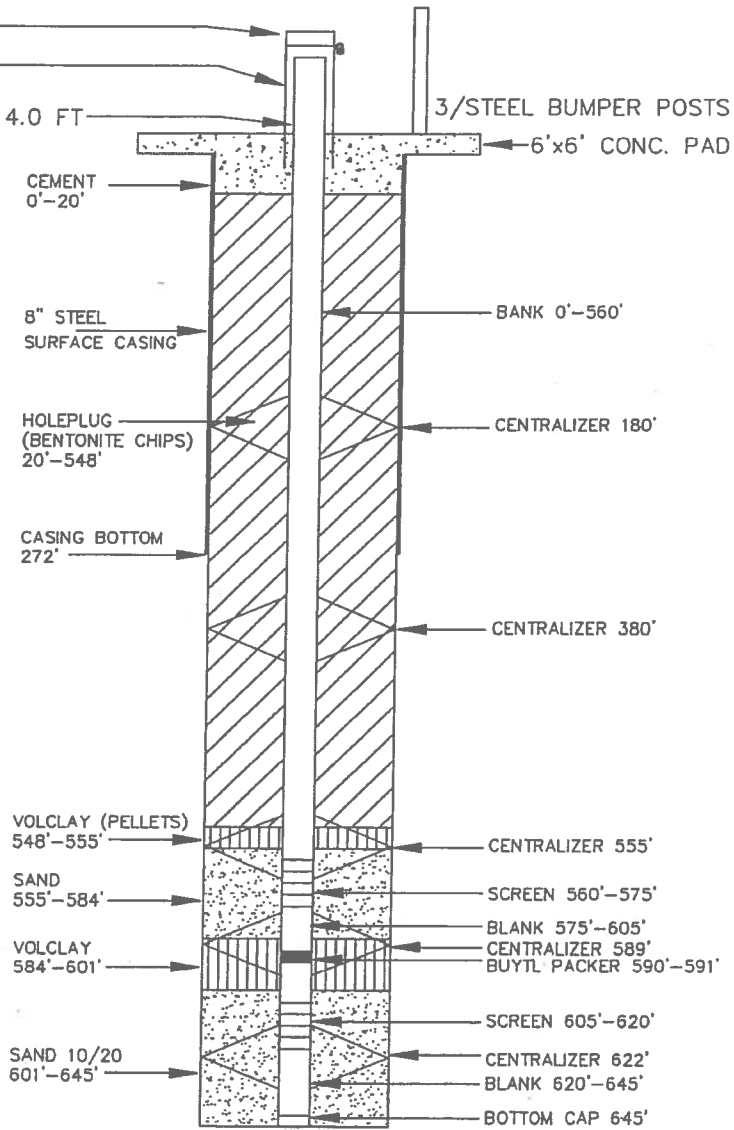
BOREHOLE DIAMETER
8 IN

LINER:
 DIAMETER 4 IN
 MATERIAL STAINLESS STEEL
 WELDED
 THREADED

SCREEN: 4" WIRE WRAP
 MATERIAL 304 STAINLESS
 SLOT SIZE 0.020 IN
 FROM 560 TO 575
 FROM 605 TO 620
 FROM _____ TO _____

FILTER PACK:
 MATERIAL SILICA SAND
 SIZE 10/20
 FROM 555 TO 584
 FROM 601 TO 645

(NOT TO SCALE)



PLOT 1/24/94


**HOLLADAY
ENGINEERING CO.**
 ENGINEERS • CONSULTANTS

1431 HWY. 95, BUS. ALT.
 P. O. BOX 235
 PAYETTE, IDAHO 83661
 208-642-3304
 FAX: 208-642-2159

WELL PB-4 DIAGRAM
CANYON COUNTY

JOB NO. 120491F

COMPLETION DATE: 10-26-92

DN SLG CK WBS

**CONTRACTOR'S BID FORM
FOR
THE FY20 PICKLES BUTTE SANITARY LANDFILL
MONITORING WELL PROJECT**

NAME OF BIDDER: _____

Bidder's Public Works Contractor's License # _____

TO: Board of County Commissioners
Canyon County Courthouse
1115 Albany Street
Caldwell, Idaho 83605

Bid: Use attached bid form, affixed hereto as the "Bid Proposal".

1. Scope of Work

The undersigned bidder, having familiarized itself with the local conditions affecting the cost of the Work, and with the Contract Documents, detailed specifications, blueprints, special provisions and any Addenda on file in the office of the CANYON COUNTY BOARD OF COMMISSIONERS, First Floor, Canyon County Courthouse, 1115 Albany, Caldwell, Idaho 83605, does hereby propose to perform everything required to be performed, to provide and furnish all the labor, materials, necessary tools, expendable equipment, and all utility and transportation services necessary to perform, and to complete in a workmanlike manner, all of the work required as noted in the Solicitation of Bids, contract and specifications for the Landfill Monitoring Well Project for the bid amount noted on the Bid Schedule.

2. Addenda

Bidder hereby expressly acknowledges receipt of Addendum(s) No. _____.

3. Time of Completion

The undersigned agrees to commence work on the Project in compliance with the Notice to Proceed and to complete the Project in accordance with the contract requirements and the Project Schedule.

4. Right to Reject Bids

In submitting this bid, and in accordance with the Solicitation for Bids, it is understood that the right to reject any and all bids is reserved by the County. It is agreed that this bid may not be withdrawn for a period of sixty (60) days from the opening thereof. The contractor understands that the County retains the right to waive compliance with any bidding informalities and accept the bid that is most beneficial to the County.

5. Bidder's Declaration and Understanding

Bidder certifies and agrees as follows:

This bid is genuine and is not made in the interests of or on behalf of any undisclosed person, firm, or corporation. Bidder has not directly or indirectly induced or solicited any other prospective Bidder to submit a false or sham bid; Bidder has not solicited or induced any person, firm, or corporation to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other prospective Bidder or over County.

Bidder certifies that none of its principals are related within the second degree of kindred to a member of the Canyon County Board of Commissioners or any other Canyon County elected official.

By submitting this bid, Bidder certifies it is licensed and qualified to do the proposed work in Idaho.

By submitting this bid, Bidder agrees that the costs for developing its submittal are entirely the responsibility of the Bidder.

The Bidder has visited the site or otherwise has become familiar with local conditions under which the Work is to be performed and has correlated the Bidder's personal observations with the requirements of the proposed Contract Documents. Failure to visit the site prior to the bid opening shall in no way relieve the successful bidder from necessity of furnishing all material or performing all work that may be required to complete the work in accordance with Contract documents without additional cost to the County. Each Bidder is solely responsible to inform him/herself fully of all conditions relating to the Bid documents and the work prior to submitting a Bid. A Bidder may withdraw a Bid at any time prior to the time scheduled for the opening of Bids.

The Bid is based upon the materials, equipment and systems required by the Bidding Documents without exception. Materials and equipment for which there is no installation procedure noted in the specifications shall be installed in conformance with the manufacturer's written instructions.

Bidder has carefully examined the Solicitation for Bids, and addenda and exhibits issued and attached to the specifications, and fully informed themselves as to the existing conditions and limitations, and they included in the Bid a sum to cover the cost of all items contemplated by the Solicitation. By making a Bid, the Bidder represents that it has read and understands the Bidding and Contract documents, has become familiar with local conditions under which the work is to be performed, and has correlated the Bidder's personal observations with the requirements of the Contract documents.

Bidders shall include in their Bids all taxes which are levied by Federal, State, or Municipal Governments upon labor and for material entering into the Work, and the Contractor shall pay all such taxes and show evidence of payment if required prior to final payment. Bidders must, as a condition precedent to entering into the Construction Contract, have reviewed and complied with

Idaho Code § 63-1502.

The Contractor shall assume the work in the condition as found and shall take all necessary measures to conduct all work required to complete the necessary elements of the project, as per detailed specifications and blueprints.

The Bidder is authorized, pursuant to Idaho Code § 67-2310 to report, and does here so report, the anticipated participation on this Project of the following subcontractors:

- a. Name and Contractor's License Number of _____ Subcontractor:

- b. Name and Contractor's License Number of _____ Subcontractor:

- c. Name and Contractor's License Number of _____ Subcontractor:

BID PROPOSAL

The bid price shall include all equipment, materials, and labor to complete the Scope of Work described in the attached Request for Bid document. The prices are to be listed in US Dollars.

Total Bid Amount for the installation of one groundwater monitoring well to a depth of 580 feet:

\$ _____

Per Unit Prices for additional tasks/materials as described in the attached specifications:

Outer Steel Casing, including perforations, if casing needs to extend beyond 270 feet below the ground surface:

\$ _____ per foot.

Drilling and monitoring well installation costs if the total depth extends beyond 580 feet below the ground surface:

\$ _____ per foot.

Standby time (as defined in Attachment 1, section 1.9), if needed and approved, beyond 24 hours:

\$ _____ per hour.

Time estimated to complete the work: _____ working days.

Note: Attach written description of methods for drilling, surface seal installation, and sealing the 10" casing to prevent vapor migration.

Name of Drilling Company

Signature of Authorized Representative

Date Signed

Company Street Address

City, State, Zip Code

Contact Information (phone number or email)

IN WITNESS HERETO the undersigned has set his (its) hand this ____ day of _____, 2019.

NAME OF FIRM:

ADDRESS:

By: _____
(Signature)

Title

(Printed Name)

CONTRACTOR'S IDAHO PUBLIC WORKS LICENSE NO. _____

STATE OF IDAHO)
) ss.
County of _____)

On this ____ day of _____, 2019, before me, a notary public, personally appeared _____, known or identified to me to be the _____ for _____, whose name is subscribed to the within instrument, and acknowledged to me that said corporation executed the same.

(S E A L)

Notary Public for Idaho
Residing at: _____
My Commission Expires: _____

LANDFILL MONITORING WELL AGREEMENT

THIS AGREEMENT is made this day of _____ 2019, between, _____
_____ having a local address of _____
(hereinafter "CONTRACTOR") and Canyon County, a political subdivision of the State of Idaho,
having offices at 1115 Albany St. Caldwell, Idaho 83605 (hereinafter "COUNTY").

WHEREAS, COUNTY issued a Solicitation for Bids pursuant to procedures provided by Idaho Code Section 67-2805 for the purpose of identifying the lowest responsive bid for the FY20 Pickles Butte Sanitary Landfill Monitoring Well Project (hereinafter "Project"); and

WHEREAS, COUNTY has determined that CONTRACTOR's bid to provide said construction services was the lowest responsive bid received and that funds sufficient to complete such construction have been duly appropriated for expenditure in FY2020.

NOW THEREFORE, in consideration of the mutual promises contained herein, the Parties hereby understand and agree as follows:

1. **PURPOSE:**

1.1 COUNTY hereby employs CONTRACTOR as an independent contractor to complete and perform the following project and work:

On-site monitoring well installation as described in the Solicitation for Bids, attached hereto as Attachment 1 and incorporated fully by reference.

1.2 CONTRACTOR agrees to provide all materials and services for the project as requested by the COUNTY and in accordance with Attachment 1 and CONTRACTOR's bid, attached hereto as Attachment 2 and incorporated fully by reference.

2. **CONTRACTOR REPRESENTATIONS:**

2.1 CONTRACTOR has visited the Site and become familiar with and satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the project.

2.2 CONTRACTOR is a duly licensed public works contractor and complex installer, familiar with and satisfied as to all federal, state, and local laws and regulations that may affect cost, progress, and performance of the project. CONTRACTOR agrees to comply with all federal, state, city, and local laws, rules and regulations.

2.3 The project specifications and this contract sufficiently detail the work required and convey understanding of all terms and conditions for performance and furnishing of the work.

2.4 CONTRACTOR warrants that all materials and goods supplied under this Agreement shall be of good merchantable quality and that all services will be performed

in a good workmanlike manner. CONTRACTOR acknowledges that it will be liable for any breach of this warranty.

2.5 CONTRACTOR represents that neither it nor any of its principals is related to a County Commissioner or other Canyon County official by blood or marriage within the second degree of kindred. CONTRACTOR agrees to comply with all federal, state, city, and local laws, rules and regulations.

2.6 CONTRACTOR understands that COUNTY is exempt from payment of Federal Excise Tax under Certificate No. 82-6000-290 and none shall be charged to COUNTY.

2.7 I.C. § 63-1503 statement: CONTRACTOR, in consideration of securing the business of erecting or constructing public works in this state, recognizing that the business in which he is engaged is of a transitory character, and that in the pursuit thereof, his property used therein may be without the state when taxes, excises, or license fees to which he is liable become payable, agrees:

- (1) To pay promptly when due all taxes, (other than on real property), excises and license fees due to the state, its subdivisions, and municipal and quasi-municipal corporations therein, accrued or accruing during the term of this contract, whether or not the same shall be payable at the end of such term;
- (2) That if the said taxes, excises, and license fees are not payable at the end of said term, but liability for the payment thereof exists, even though the same constitute liens upon his property, to secure the same to the satisfaction of the respective officers charged with the collection thereof; and
- (3) That, in the event of his default in the payment or securing of such taxes, excises, and license fees, to consent that the department, officer, board, or taxing unit entering into this contract may withhold from any payment due him hereunder the estimated amount of such accrued and accruing taxes, excises, and license fees for the benefit of all taxing units to which said contractor is liable.

3. **COMPENSATION:**

3.1 COUNTY agrees to pay CONTRACTOR as compensation:

The sum of _____ dollars (\$_____), payable in installments proportional to the work completed and issued not more frequently than monthly.

Prior to the first payment, the CONTRACTOR shall submit to the County an initial schedule of values allocated to the work that shall be used as a basis for reviewing invoices. Invoices shall certify that payment is for work, materials, equipment or supplies actually performed or actually installed in furtherance of the sewer relocation project, and shall reflect

a five percent (5%) retainage to be paid upon project completion and acceptance.

3.2 CONTRACTOR shall submit their invoices to:

Director David Loper
Pickles Butte Sanitary Landfill
15500 Missouri Avenue
Nampa, ID 83868
(208) 466-7288

3.3 Subject to Article 8, sections 3 and 4 of the Idaho Constitution and all other non-appropriation law in relation thereto, COUNTY will duly and punctually pay the amounts to satisfy its obligations required under this Agreement, recognizing that time is of the essence. If non-appropriation occurs, this Agreement shall automatically terminate and all future rights and liabilities of the parties hereto shall thereupon cease upon CONTRACTOR'S receipt of original notice from COUNTY informing CONTRACTOR of that event.

4. **TIME OF PERFORMANCE:**

4.1 Time is of the essence in the performance of the work as specified in this Agreement.

4.2 The parties intend the project to take _____ weeks, with a tentative starting date of _____, to be complete by _____. However, the COUNTY understands and agrees that CONTRACTOR requires a preparatory term of _____ working days after the COUNTY completes its security background checks of CONTRACTOR'S personnel assigned to this project before the start date and _____ week completion time begins.

4.3 If CONTRACTOR fails to deliver the subject matter of this Agreement in accordance with this time schedule, liquidated damages shall accrue to COUNTY as follows: CONTRACTOR shall pay COUNTY the sum of Five Hundred Dollars (\$500.00) per day for each and every calendar day of unexcused delay. Liquidated damages shall not be charged when the delay arises out of causes beyond the control of CONTRACTOR.

5. **INSURANCE:**

5.1 CONTRACTOR agrees to obtain and keep in force during its acts under this Agreement insurance as required by the solicitation for bids, including but not limited to a comprehensive general liability insurance policy in the minimum amount of \$1,000,000.00 per occurrence and \$2,000,000.00 in the aggregate, which shall name as additional insured and protect COUNTY, and its officers, agents and employees, from and against any and all claims, losses, actions, and judgments for damages or injury to persons or property arising out of or in connection with CONTRACTOR 's acts.

5.2 CONTRACTOR shall provide proof of liability coverage as set forth above to COUNTY prior to commencing its performance as herein provided, and require notify COUNTY ten (10) days prior to cancellation of said policy.

5.3 CONTRACTOR shall maintain in full force and effect worker's compensation for CONTRACTOR and any agents, employees, and staff that CONTRACTOR may employ, and provide proof to COUNTY of such coverage or that such worker's compensation insurance is not required under the circumstances.

6. **INDEMNIFICATION:**

CONTRACTOR agrees to indemnify, defend, and hold harmless COUNTY, and its officers, agents and employees, from and against any and all claims, losses, actions, or judgments for damages or injury to persons or property arising out of or in connection with the acts and/or any performances or activities of CONTRACTOR, CONTRACTOR's agents, employees, or representatives under this Agreement.

7. **INDEPENDENT CONTRACTOR:**

7.1 The parties agree that CONTRACTOR is the independent contractor of COUNTY and in no way an employee or agent of COUNTY and is not entitled to worker's compensation or any benefit of employment with COUNTY.

7.2 COUNTY shall have no control over the performance of this Agreement by CONTRACTOR or its employees, except to specify the time and place of performance, and the results to be achieved. COUNTY shall have no responsibility for security or protection of CONTRACTOR supplies or equipment.

8. **PERSONNEL AND SECURITY REQUIREMENTS:**

8.1 CONTRACTOR reserves the right to designate its resources and personnel for installation in every situation. Notwithstanding the above, CONTRACTOR shall provide a list of the individuals assigned to the project team to COUNTY.

8.2 COUNTY shall have the right to direct removal of a CONTRACTOR employee for cause, if in the opinion of COUNTY, such employee demonstrates non-performance or inappropriate conduct, which jeopardizes security, safety, or other Agreement requirements, or fails to pass the initial background check. COUNTY shall provide CONTRACTOR with written justification as to the reason(s) for the directed removal.

9. **PERFORMANCE BOND/PAYMENT BOND:**

9.1 Pursuant to Idaho Code Section 54-1926, CONTRACTOR shall provide and maintain at all times a valid Contractor's Performance Bond in any amounts sufficient to cover performance of this Agreement. The Performance Bond shall be issued for a period of not less than one (1) year and must be renewed annually for the term of this Agreement, and CONTRACTOR shall provide a new Bond, or evidence satisfactory to COUNTY of renewability, at least sixty (60) calendar days before the Bond then in effect expires. The Performance Bond shall be for the use and benefit of COUNTY, with a Surety company authorized to do business in the State of Idaho and acceptable to COUNTY. Said

Performance Bond shall cover CONTRACTOR's failure to faithfully perform all of the provisions of this Agreement. Said Performance Bond shall obligate the Surety to undertake or cause to be undertaken the work required to be performed pursuant to this Agreement for the term of the Bond. Such Bond shall be submitted to, and subject to approval of, the Board of Canyon County Commissioners prior to its effective date.

9.2 Pursuant to Idaho Code Section 54-1926, CONTRACTOR shall provide and maintain at all times a valid Payment Bond in any amounts sufficient to cover CONTRACTOR's payment obligations arising under each phase of this Agreement. The Payment Bond shall be issued for a period of not less than one (1) year and must be renewed annually for the term of this Agreement, and CONTRACTOR shall provide a new Payment Bond, or evidence satisfactory, to COUNTY of renewability at least sixty (60) calendar days before the Payment Bond then in effect expires. The Payment Bond shall be for the use and benefit of COUNTY, with a Surety company authorized to do business in the State of Idaho and acceptable to COUNTY. Said Payment Bond shall be submitted to, and subject to approval of, the Board of Canyon County Commissioners prior to its effective date.

9.3 CONTRACTOR is required to furnish the performance and payment bonds to COUNTY on or before the date of the execution of this Agreement. The performance bond must guarantee CONTRACTOR's performance from the date of the Agreement execution up to and including the project acceptance and completion of Agreement and the payment bond must guarantee CONTRACTOR's payment obligations arising from this Agreement from the date of the Agreement execution up to and including the system acceptance testing and completion of Agreement.

10. **MISCELLANEOUS:**

10.1 **CONTROLLING LAW:** The Agreement shall be interpreted, and rights of the Parties determined, under the laws of the State of Idaho. The venue of any claim, litigation, or cause of action between the Parties shall be in the Third Judicial District Court of the State of Idaho in Canyon County.

10.2 **SEVERABILITY:** The terms of this Agreement are severable. Should a court of competent jurisdiction decide that any portion of this Agreement is unlawful or invalid, said decision shall only affect those specific sections and the remaining portions of this Agreement shall remain in full force and effect.

10.3 **ENTIRE AGREEMENT:** This is the entire agreement of the parties and can only be modified or amended in writing by the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement.

CONTRACTOR

Signature

Printed name

Company name

Title

STATE OF IDAHO)
) ss.
County of _____)

On the ____ day of _____, 2019, before me, the undersigned Notary Public, personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that s/he executed the same.

IN WITNESS WHEREOF, I have set my hand and seal the day and year as above written.

Notary Public for _____
Residing at _____
Commission Expires: _____

CANYON COUNTY BOARD OF COUNTY COMMISSIONERS

DATED this _____ day of _____, 2019.

- _____ Motion Carried Unanimously
- _____ Motion Carried/Split Vote Below
- _____ Motion Defeated/Split Vote Below

	Yes	No	Did Not Vote
_____ Commissioner Leslie Van Beek	_____	_____	_____
_____ Commissioner Tom Dale	_____	_____	_____
_____ Commissioner Pam White	_____	_____	_____

ATTEST: CHRIS YAMAMOTO, CLERK

_____, Deputy Clerk

CANYON COUNTY PICKLES BUTTE SANITARY LANDFILL

David Loper

STATE OF IDAHO)
) ss.
County of _____)

On the ____ day of _____, 2019, before me, the undersigned Notary Public, personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that s/he executed the same.

IN WITNESS WHEREOF, I have set my hand and seal the day and year as above written.

Notary Public for _____
Residing at _____
Commission Expires: _____