

RECEIVED

Form No. 204 Rev. 12/12

JUN 28 2019

DEPARTMENT OF
WATER RESOURCESSTATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

\$50 fee

Received by AVRecpt No. 407114Date 6/28/19

REQUEST FOR EXTENSION OF TIME

To provide additional time in which to submit proof of beneficial use for a water right permit

The Idaho Department of Water Resources will consider this form a request that the permit holder(s) be granted an additional period of time under the provisions of Section 42-204, Idaho Code, in which to complete development of a water right and file proof of beneficial use of water. There is a **FILING FEE of \$50.00** to be included with this form when filed with IDWR.

Permit no. 63-34359 Date proof is due July 1, 2019Name(s) of permit holder(s) Canyon CountyMailing address 1115 Albany St City Caldwell State ID Zip 83655Telephone no. (208) 454-6884 Email bocc@canyonco.org

Describe what work has been completed toward the development of this water right:

If no work has been completed, show "none".

See attached

Costing \$ See attached

The permit holder(s) has been unable to complete the remainder of the work for the following reasons:

See attached

Permit holder(s) request an extension for

53 year(s). *modified per email request from permit holder(s) received on 8-2-2019. JWB*

See attached signature page

Signature (If other than permit holder, Power of Attorney must be supplied)

Date

ACTION OF THE DEPARTMENT OF WATER RESOURCES

The Department has reviewed the explanation for delay and concludes the reason(s) for delay meets the requirements for approval of the Request for Extension of Time as provided by Section(s) 42-204 and/or 42-218, Idaho Code.

☐ **IT IS HEREBY ORDERED** that the permit is **REINSTATED** with the priority date advanced to _____, 20____.

☒ **IT IS HEREBY ORDERED** that the above request for extension of time is **APPROVED**, and the time within which to submit proof of beneficial use is extended to July 1, 2022.

Signed this 8th day of August, 2019

Shelley W. Keen
~~Jeff Peppersack~~, Chief
 Water Allocation Bureau

Shelley W. Keen

ATTACHMENT TO REQUEST FOR EXTENSION OF TIME

Describe what work has been completed toward the development of this water right:

The water right was obtained for the purpose of servicing a museum and dormitory managed and operated by the Canyon County Parks Department. To complete the museum and dormitory, Canyon County needed to develop a transient non-community public water system (PWS) with a well as its water source. On May 9, 2016, the County signed a contract with Focus Engineering (Exhibit A) to coordinate with the Idaho Department of Environmental Quality for certification of the PWS and to assist with construction of the septic system. Furthermore, on October 2, 2017, the County signed a contract with SPF Water Engineering, LLC (Exhibit B), to develop a PWS for the museum and dormitory. The County then put the system designed by SPF out for bid, and on April 13, 2018, contracted with Down-Right Drilling (Exhibit C) to construct the well. Down-Right Drilling successfully completed the well in the fall/winter of 2018. On May 28, 2019, the County was notified by SPF that the water system at this location yielded two bacteria-free samples during the previous week.

As of May 30, 2019, the well is finished, operational, and connected to the building, but it is not currently being used pending successful testing and permitting. The construction of the museum and the dormitory is still pending several hurdles, which include concrete work, drywall, paint, finished restrooms, carpentry/cabinetry, appliances, and a permanent certificate of occupancy. The County hopes to complete construction by the end of 2019. Completion of construction is dependent, at least in part, on the availability of funding and other resources. As such, the County expects to be prepared for a beneficial use exam by the Idaho Department of Water Resources at the end of 2019 or early 2020.

Costing \$

Construction of the museum and the dormitory as a whole has so far has cost approximately \$800,000, with the well and PWS component comprising approximately \$25,000 of that total. The estimated cost to finish the dormitory is approximately \$20,000-\$30,000.

The permit holder(s) has been unable to complete the remainder of the work for the following reasons:

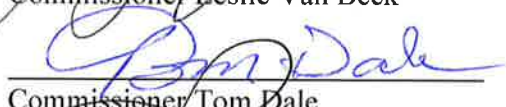
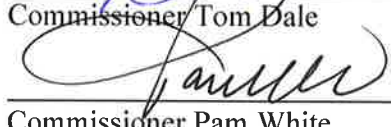
Most of the work on the museum and dormitory has been funded through grants and partnership funds, and those resources have taken time to come to fruition. Furthermore, the County has struggled to find qualified contractors who are willing to perform the work because (1) the site is remotely located on the outskirts of Melba, and (2) the current construction environment has created a high demand for contractors. As such, the County is requesting an extension pursuant to Idaho Code § 42-218 and 42-204(6).

SIGNATURE PAGE
State of Idaho Department of Water Resources
Request for Extension of Time

DATED this 4th day of June, 2019.

BOARD OF COUNTY COMMISSIONERS

- ☒ 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

By: 

Deputy Clerk

Block, Darla

From: Dan Blocksom <dblocksom@canyonco.org>
Sent: Friday, August 02, 2019 9:51 AM
To: Block, Darla
Cc: Jenen Ross
Subject: Modification of water permit extension request
Attachments: Water permit.pdf

Dear Ms. Block,

Attached is a memorialization that the Canyon County Board of County Commissioners would like to modify its water permit extension request to be for three years instead of five. Please let me know if you need anything further from Canyon County, or if you need this in hard copy form.

Best,
Dan

Dan Blocksom

Canyon County Prosecuting Attorney's Office
1115 Albany St., Caldwell, ID 83605
Office: (208) 454-7391
Direct: (208) 454-6692
Fax: (208) 455-5955

From: Block, Darla [<mailto:Darla.Block@idwr.idaho.gov>]
Sent: Tuesday, July 30, 2019 10:35 AM
To: BOCC <BOCC@canyonco.org>
Subject: Extension of Time Requested for Permit #63-34359

July 30, 2019

Dear permit holder(s):

According to Idaho Code § 42-204, you are allowed an initial development period of 5 years and only one extension request after that for up to 5 more years. Your permit allowed 2 of the initial 5 years allowed. If you were to ask for 3 years on this extension now, you would be meeting the initial 5 year development period allowed. By doing this you would then be able to file one more extension request later for up to 5 more years.

However, in order for me to modify your request for extension of time form from a 5 year extension to a 3 year extension, I need written request from you stating that you would like to have your extension request form modified to reflect a 3 year extension in lieu of the 5 years currently stated on the form.

A reply to this email could be used as your written request to have your form modified. **Please respond as soon as possible, and be as specific as you can in your request.** Once I receive your reply, I will be able to move forward with processing your extension request. I will hold this matter for 1 week from today for a response.

Sincerely,

Darla Block
Technical Records Specialist

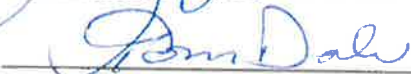
**MODIFICATION TO EXTENSION REQUEST
FOR WATER PERMIT 63-34359**

The Canyon County Board of County Commissioners hereby modifies its request for extension of time from five (5) years to three (3) years.

DATED this 2 day of August, 2019.

BOARD OF COUNTY COMMISSIONERS

☒ 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

By: 
Deputy Clerk

EXHIBIT A

01S | 02W | 36 | 3 | NENW | | | | | | | | | |

Conditions of Approval:

1. X08 Domestic use is for facilities located in Celebration Park of Canyon County.
2. 046 Right holder shall comply with the drilling permit requirements of Section 42-235, Idaho Code and applicable Well Construction Rules of the Department.
3. 121 The Director retains jurisdiction to require the right holder to provide purchased or leased natural flow or stored water to offset depletion of Lower Snake River flows if needed for salmon migration purposes. The amount of water required to be released into the Snake River or a tributary, if needed for this purpose, will be determined by the Director based upon the reduction in flow caused by the use of water pursuant to this permit.

Dates:

Proof Due Date: 07/01/2019

Proof Made Date:

Approved Date: 06/26/2017

Moratorium Expiration Date:

Enlargement Use Priority Date:

Enlargement Statute Priority Date:

Application Received Date: 03/03/2017

Protest Deadline Date: 06/05/2017

Number of Protests: 0

Field Exam Date::

Date Sent to State Off:

Date Received at State Off:

Other Information:

State or Federal:

Owner Name Connector:

Water District Number: NWD

Generic Max Rate per Acre:

Generic Max Volume per Acre:

Swan Falls Trust or Nontrust:

Swan Falls Dismissed:

DLE Act Number:

Cary Act Number:

Mitigation Plan: False

CANYON COUNTY INDEPENDENT CONTRACTOR AGREEMENT
Canyon County Crossroads Transportation Museum Water System Engineering

THIS AGREEMENT is made this 19th day of April, 2016, between Focus Engineering, Inc., having a local address 5140 West Catalpa Court, Boise, ID 83703 (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 has identified a need for professional engineering services estimated to cost substantially less than \$25,000.00. Such Services are exempt from statutory competitive procurement requirements pursuant to Idaho Code Sections 67-2803 and 67-2320; and

WHEREAS, COUNTY has determined using its own guidelines, that CONTRACTOR is qualified and competent to perform the work needed for this project and that the fund necessary to complete this purchase of professional design service have been duly appropriated for expenditure in FY2016.

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

1. **CONTRACT:** COUNTY hereby employs CONTRACTOR as an independent contractor to complete and perform the following project and work:

Canyon County Crossroad Transportation Museum water system project, as described by, the CONTRACTOR's proposal letter dated March 23, 2016 and affixed hereto as "Exhibit A" and incorporated by reference. CONTRACTOR agree that the drawings, plans, reports and other documents referenced by "Exhibit A" or produced under this Agreement will become the property of Canyon County.

2. **TIME OF PERFORMANCE AND TERMINATION:** Parties agree that CONTRACTOR shall commence work under this Agreement on April 6, 2016. This Agreement shall expire September 30, 2016 or, in the event the project is completed sooner, upon such completion, or upon thirty (30) days written notice by either party.

3. **COMPENSATION:** COUNTY agrees to pay CONTRACTOR as compensation the sum of EIGHTY DOLLARS (\$80.00) per hour not to exceed a total amount of FIVE THOSAND DOLLARS (\$5,000.00) for the project. CONTRACTOR shall submit an invoice monthly to the COUNTY requesting payment for services properly rendered and expenses due hereunder. CONTRACTOR's invoice shall describe with reasonable particularity each service rendered and the date thereof.

4. **INDEPENDENT CONTRACTOR:** 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. 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'S supplies or equipment. CONTRACTOR agrees to pay and be responsible for all taxes due from the compensation received under this contract.

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.

CONTRACTOR represents that a mechanical engineer duly licensed and eligible to conduct business in the State of Idaho will perform the substantive work of this project on its behalf.

CONTRACTOR shall supply, at CONTRACTOR's sole expense, all equipment, tools, materials and/or supplies to accomplish the services to be provided herein.

5. **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.

6. **INSURANCE:** CONTRACTOR agrees to obtain and keep in force during its acts under this Agreement insurance policies in the following amounts:

- General Liability
\$1,000,000 Per Occurrence
\$2,000,000 Aggregate
- Automobile Liability
\$1,000,000 Occurrence/Aggregate

CONTRACTOR shall provide proof of liability coverage with certificates of insurance naming Canyon County as additional insured prior to commencing its performance as herein provided, and notify COUNTY ten (10) days prior to cancellation of said policy.

CONTRACTOR shall maintain in full force and effect worker's compensation for CONTRACTOR and any agents, employees, and staff that CONTRACTOR may employ, and

**CROSSROADS WATER SYSTEM ENGINEERING
INDEPENDENT CONTRACTOR AGREEMENT**

provide proof to COUNTY of such coverage or that such worker's compensation insurance is not required under the circumstances.

7. **COMPLIANCE WITH LAWS:** CONTRACTOR agrees to comply with all federal, state, city and local laws, rules and regulations.

8. **NONWAIVER:** Failure of either party to exercise any of the rights under this Agreement, or breach thereof, shall not be deemed to be a waiver of such right or a waiver of any subsequent breach.

9. **CHOICE OF LAW:** Any dispute under this Agreement, or related to this Agreement, shall be decided in accordance with the laws of the state of Idaho.

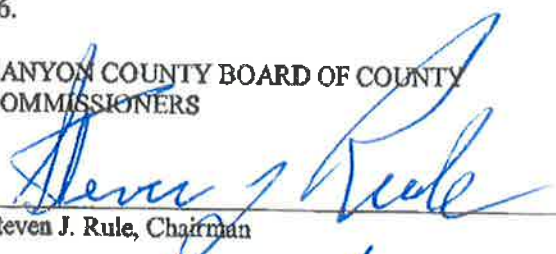
10. **SEVERABILITY:** If any part of this Agreement is held unenforceable, the remaining portions of the Agreement will nevertheless remain in full force and effect.

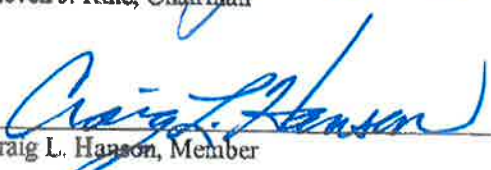
11. **NON-APPROPRIATIONS:** This contract is contingent upon COUNTY appropriating the necessary funding to cover the obligations herein described. In the event that such funding is not received or appropriated, then, and in that event, COUNTY's obligations under the contract shall cease and each party shall be released from further performance under the contract without any liability to the other party

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

DATED this 9 day of ^{May}~~April~~, 2016.

CANYON COUNTY BOARD OF COUNTY
COMMISSIONERS


Steven J. Rule, Chairman


Craig L. Hanson, Member


Tom Dale, Member

ATTEST: CHRIS YAMAMOTO, CLERK

By: 
Deputy Clerk

CROSSROADS WATER SYSTEM ENGINEERING
INDEPENDENT CONTRACTOR AGREEMENT

DATED this _____ day of April, 2016.

CONTRACTOR

Carl Geiger

Carl Geiger, PE for Focus Engineering

STATE OF IDAHO)
) ss.
County of Ada)

On this 21st day of April, 2016, before me, a notary public, personally appeared Carl Geiger, known or identified to me to be an engineer for Focus Engineering, whose name is subscribed to the within instrument, and acknowledged to me that said corporation executed the same.



Jennifer Holmes

Notary Public for Idaho
Residing at: Ada County ID
My Commission Expires: 11/21/18

From: Focus Engineering [<mailto:focusboise@gmail.com>]

Sent: Wednesday, March 23, 2016 2:42 PM

To: Tom Bicak <tbicak@canyonco.org>

Subject: Celebration Park

Tom,

I am available to meet Friday. Just let me know when and where.

Scope of work for the water system will be generally as follows:

1. Coordinate with Idaho DEQ and SWDH for certification of public water system.
2. Fill out and submit IDEQ forms and checklists.
3. Create engineering report for public water system.
4. Create water system demand calculations based on expected population and use.
5. Calculate needed pipe sizes, friction head loss and pump flow requirements.
6. Create site plan, notes, details and specifications for well locations, water line location, setbacks to surface water and on-site sewer systems.
7. Site meeting with IDEQ and SWDH for final approval of water system.

This is my understanding of scope of work. However, I still need to coordinate with IDEQ to be sure. Would it be acceptable to do the work on an hourly basis? Normal billing rate for Focus Engineering is \$80/hour, no additional charge for mileage or markup on supplies.

I did a well search on IDWR web site. Well logs were not available when clicked (not all the paper records have been scanned in yet). I called and talked with Davis Well & Pump Company. They will be mailing well logs and other information to me.

Carl Geiger, PE

Focus Engineering

5140 West Catalpa Court

Boise, ID 83703

(208) 395-1979

(208) 484-1820 cell

focusboise@gmail.com



"LET THE THING DO IT"

DAVIS WELL

AND

PUMP CO.

466-5765 • 465-7393

NAMPA, IDAHO

"EXHIBIT A "

EXHIBIT B



September 22, 2017

Paul Navarro
Director of Operations & Facilities
Canyon County
1115 Albany Street
Caldwell, ID 83605

*Subject: Scope of Work and Cost Estimate
Crossroads Museum New Well and Public Water System*

Dear Paul:

SPF Water Engineering, LLC (SPF) is pleased to provide the following scope of work and fee estimate for consulting services related to the development of a public drinking water system and well at Canyon County's Crossroads Museum in Celebration Park.

Background

We understand that Canyon County constructed Crossroads Museum (Crossroads) in Celebration Park south of Melba a few years ago for use as a learning center and academic facility with attached dormitory for university students. In order to complete the project, a transient non-community public water system (PWS) needs to be developed with a well as its water source. A portion of the work required to license a new public water system for Crossroads has already been submitted to the Idaho Department of Environmental Quality (DEQ) by Carl Geiger, PE. DEQ has approved the well site, well design, and facility plan for the new project, so SPF will complete all subsequent steps necessary for project completion. A water permit (63-34359) has also been issued for the project which allows the diversion of 0.11 cubic feet per second (cfs) of groundwater for domestic use.

Canyon County would like to proceed with developing a PWS for Crossroads Museum and the dormitory. This will involve design of a well system to meet all necessary criteria for the museum and dorm, construction and testing of the new well, and approval of the water system for public use by DEQ. It is anticipated that a 6-inch nominal diameter well drilled to about 100 feet will be sufficient for this project.

Scope of Work

SPF anticipates the following work tasks will be necessary to complete the remaining work required for the proposed PWS at Crossroads Museum and the associated dormitory.

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Task 1 – Water Well Technical Specifications

Carl Geiger prepared a set of technical well specifications that were stamped as acceptable by DEQ. SPF would like to review the submitted specifications and potentially revise a few sections of the document. The specifications will also include a bid schedule that can be used to obtain competitive bids or pricing for the well construction.

Task 2 – Water Well Construction Support and Well Completion Report

The following tasks are proposed to assist with the construction of the new well.

Well Bidding. We assume Canyon County will solicit a quote for the new well, and will use their own contract documents (front-end contract documents), along with the DEQ approved technical specifications, for contracting purposes. SPF can assist as requested. The bid schedule prepared as part of the well specifications can be used for pricing.

Well Construction Inspection. SPF will provide inspection of well construction activities as required by DEQ. It is required that the engineer or geologist of record be present during important phases of well construction, including surface seal installation and test pumping. SPF will also consult with the driller as needed during drilling and prepare a final well design based on examination of well cuttings, review of geophysical log and drill log, and evaluation of sieve analysis results.

Test Pumping Supervision. SPF will supervise test pumping operations and collect water samples for laboratory analysis. Water samples will be collected for nitrate, nitrite, iron, manganese, corrosivity, and bacteria. Samples will be submitted to an independent testing laboratory for analysis. Temperature, pH, and specific conductance will be measured in the field during testing. The required water quality laboratory tests for a new transient non-community well typically cost about \$150 per well.

Well Completion Report. A well completion report will be prepared and submitted to DEQ that will include the driller's report, "as-built" well drawing, test pumping results, and water quality reports. Recommendation for pump sizing (setting depth, production rate, TDH, and horsepower) will be included.

Task 3 – Well Pump System Construction and Start-up Support

Construction Period Services. SPF will review shop drawings, respond to requests for information from the contractor, attend applicable construction meetings, and make site visits as needed to review the progress of the work and be able to complete the DEQ-required "as-built" certification for the facilities.

SPF did not include daily inspection work in our scope, and we recommend that Canyon County have someone on site overseeing day-to-day construction activities.

Start-up Support. SPF will verify the facilities perform as intended and that the contractor has met applicable DEQ requirements. SPF will also observe the contractor's start-up efforts and identify any areas where the system is not performing as designed. A punch list will be created during this process if needed. DEQ will perform a sanitary survey once the facility is

functioning as designed. Any items DEQ identifies that are not consistent with their rules will be included in the final punch list.

GWUDI Evaluation. Due to the well location being within 500 feet of the Snake River, it is possible that water from the new well can be classified as Groundwater Under Direct Influence of Surface Water (GWUDI). If Canyon County would like to evaluate the new well for GWUDI, SPF will collect the necessary water samples and submit them to an independent testing laboratory for microscopic particulate analysis (MPA). Two rounds of testing would be required, and MPA typically costs about \$300 per round.

According to Carl Geiger's well system PER, water quality analysis for the Celebration Park visitor center well revealed no issues. However, the new Crossroads well is expected to be deeper and slightly closer to the Snake River, so GWUDI evaluation may be needed.

Task 4 – Record Drawings, Certification, and Operations and Maintenance Manual

SPF will prepare the Operations and Maintenance Manual (OMM) for the water pumping facilities. The OMM is required by DEQ, and DEQ approval of the OMM is required prior to the new well serving the public. The following general components are required by DEQ:

- Description of Water System Operation
- Routine Maintenance and Performance Procedures
- Trouble Shooting Recommendations
- Operator Safety Procedures
- Emergency Response Plan
- Cross Connection Control Program

We will also typically include the well driller's report(s), record drawings, pump performance curves, equipment manufacturer's literature (provided by contractors), and other applicable information in the OMM.

Upon (1) completion of construction of all facilities listed above, (2) successful system start-up, and (3) final approval of the constructed facilities by DEQ, a letter and record drawings will be submitted to DEQ certifying that facilities have been constructed according to the approved plans and specifications. The record drawings will be based on contractor provided red lines and SPF site visits.

Scope of Work – Not Included in Scope

- Design and bidding of a well house and well house mechanical piping
- Electrical design
- Surveying
- Geotechnical investigation and engineering for well lot
- Landscaping design
- Storm drain facilities for the well lot
- Water right permitting or water right transfers (water permit 63-34359 is already approved for the well)

- Environmental assessments and permitting
- Water treatment system design (we assume, but do not guarantee, that the groundwater from the well will meet drinking water standards)
- Permitting outside of DEQ

The services above can be provided under separate authorization if requested. However, SPF anticipates that they will not be necessary for this project.

Schedule

SPF is prepared to begin these tasks upon receipt of notice to proceed. Well technical specification review and a well bidding sheet should be completed within approximately one week of notice to proceed.

Estimated Costs

We propose to perform this work on a time and materials basis as detailed on the attached schedule of fees and conditions. A current hourly rate schedule is provided as Table 1. Direct costs (travel, photocopy, postage, etc.) will be billed at actual cost plus 15%.

A detailed cost estimate has not been prepared for this project. We anticipate the consulting costs associated with the tasks described above will range from approximately \$7,000 to \$8,500. The higher end of the range includes GWUDI evaluation, while the lower end excludes it. We will make every effort to keep this cost as low as possible.

Agreement

If this proposal meets with your approval, it may serve as the basis for agreement by affixing a signature in the space provided below. This signature will be considered as a notice to proceed with a budget upper limit of \$8,500. Please return one signed original to my office.

We look forward to working with you on this project. Please call me if you have any questions.

Respectfully submitted,

Accepted By:

SPF WATER ENGINEERING, LLC

CANYON COUNTY

By 
Terry M. Scanlan, P.E., P.G.
Vice President

By See attached signature page

Title _____

Date _____

TABLE 1 - SPF WATER ENGINEERING, LLC SCHEDULE OF HOURLY BILLING RATES		
Personnel	Title	2017 Billing Rate
Terry Scanlan, P.E., P.G.	Principal Engineer/Hydrogeologist	\$165
Christian Petrich, Ph.D., P.E., P.G.	Principal Engineer/Hydrologist Emeritus	\$165
Bob Hardgrove, P.E.	Principal Engineer	\$150
Eric Landsberg, P.E.	Principal Engineer	\$150
Ken Fannesbeck, P.E.	Principal Engineer	\$150
Scott King, P.E.	Supervising Engineer	\$140
Scott Wenger, P.E.	Project Manager	\$135
Nancy Heuman, P.E.	Project Manager	\$135
Jason Thompson, P.E.	Project Manager	\$130
Kent Gingrich, P.E.	Project Manager	\$130
Alexis Clark, P.G.	Project Manager/Hydrogeologist	\$130
Justin Leraris, P.E.	Project Manager	\$130
Scott McGourty, P.E.	Project Engineer	\$115
Ron Manning, P.E.	Project Engineer	\$115
Marci Pape, P.E.	Project Engineer	\$95
Breanna Paulson, E.I.T.	Associate Engineer	\$83
Ashley Ritter, E.I.T., G.I.T.	Associate Engineer	\$78
Sean Albertson	Associate Engineer	\$73
Cameron Carlson, G.I.T.	Associate Geologist	\$75
Darren Bennett	Senior Designer	\$93
Roxanne Brown	Senior Water Right Specialist	\$100
Lori Graves	Water Right Specialist	\$92
Crystal Jensen	Business Development/Graphics/GIS Specialist	\$73
Julie Romano	Accounting/HR	\$65
Megan Tverdy	Administrative	\$55

Note: Hourly billing rates will be adjusted on January 1st each year.

SCHEDULE OF FEES AND CONDITIONS

SPF WATER ENGINEERING, LLC (SPF)

A. FEES AND PAYMENT

1. The fee for services will be based on SPF's standard hourly rates (including labor cost, overhead, and profit). Non-salary expenses directly attributable to the project, such as: (1) living and traveling expenses of employees when away from the home office on business connected with the project; (2) identifiable reproduction costs applicable to the work; and (3) outside services will be charged at actual cost plus 15% service charge to cover overhead and administration. Hourly rates are adjusted on an annual basis.
2. Payment shall be due within 30 days after date of monthly invoice describing the work performed and expenses incurred during the preceding month.
3. OWNER agrees that timely payment is a material term of this Agreement and that failure to make timely payment as agreed constitutes a breach hereof. In the event payment for services rendered has not been made within 60 days from the date of invoice, SPF may, after giving 7 days written notice to OWNER, and without penalty or liability of any nature, and without waiving any claim against OWNER, suspend all work on all authorized services as set forth herein. Upon receipt of payment in full for services rendered, plus interest charges, SPF will continue with all services not inconsistent with Article C.4 herein. Payment of all compensation due SPF pursuant to this Agreement shall be a condition precedent to OWNER using any of SPF's professional services work products furnished under this Agreement.
4. In order to defray carrying charges resulting from delayed payments, simple interest at the rate of 18% per annum (but not exceeding the maximum rate allowed by law) will be added to the unpaid balance of each invoice. The interest period shall commence 30 days after date of original invoice, and shall terminate upon date of payment. Payments will be first credited to interest and then to principal. No interest charge will be added during the initial 30-day period following date of invoice.

B. COMMENCEMENT OF WORK. The work will be commenced immediately upon receipt of written notice to proceed. If after commencement of work the project is delayed for any reason beyond the control of SPF for more than 60 days, the price and schedule for services under this Agreement are subject to revision. Subsequent modifications shall be in writing and signed by the parties to this Agreement.

C. MISCELLANEOUS PROVISIONS

1. INSURANCE/INDEMNIFICATION/LIMITATION OF LIABILITY

- (a) SPF will maintain statutory limits of insurance coverage for Workers' Compensation and Employer's Liability Insurance as well as Professional Liability, General Liability and Automobile Liability Insurance and will name Owner as an additional insured on the Professional Liability, General Liability and Automobile Liability Insurance policies if specifically requested in writing.
- (b) SPF asserts that it is skilled in the professional calling necessary to the services and duties proposed to be performed, and that it shall perform such services and duties in conformance to and consistent with the standards generally recognized as being employed by professionals of SPF's caliber in the same locality, and to that end SPF agrees to indemnify and hold harmless Owner, its officers, and employees from and against claims, suits, loss, damages, costs, and expenses arising out of or resulting from the negligent acts, errors, or omissions of SPF, its officers, employees or agents in the performance of its services and duties hereunder, but not from the negligence or willful misconduct of Owner, its officers, and employees. However in no event shall SPF be liable for any special, indirect, or consequential damages

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as a result of its performance of the services hereunder. The total aggregate of SPF's liability to all parties related to this Agreement shall not exceed \$50,000, or the amount of SPF's fee, whichever is less.

- (d) Nothing contained within this Agreement shall be construed or interpreted as requiring SPF to assume the status of a generator, storer, transporter, treater, or disposal facility as those terms appear within the Resource Conservation and Recovery Act, 42 USCA, §6901 et seq., as amended, or within any state statute governing the generation, treatment, storage, and disposal of waste. Further, the contents of this Agreement shall not be construed or interpreted as requiring SPF to arrange for the transportation, treatment, or disposal of hazardous substances, as described in the Comprehensive Environmental Response, Compensation, and Liability Act, 42 USCA §9601, et seq., as amended.
- (g) Notwithstanding other terms of this Agreement to the contrary, SPF makes no warranty, whether express or implied, as to the actual capacity or drawdown of any proposed water well(s), or the quality or temperature of ground water, if any, which may be produced by any water well(s) to be drilled and developed pursuant to this Agreement. Owner understands and agrees that SPF's responsibility under this Agreement is to apply its hydrogeology expertise, and to exercise the usual standard of care in the engineering profession to develop what ground water may reasonably exist, and may be economically feasible to use, beneath the proposed site(s).

2. DOCUMENTS

- (a) All tracings, survey notes, and other original documents, as instruments of service, are and shall remain the property of SPF, except where by law or precedent these documents become public property. Owner agrees to hold harmless, indemnify, and defend SPF, its consultants, agents, and employees against all damages, claims, expenses, and losses arising out of any reuse of the plans and specifications without the written authorization of SPF.
 - (b) All computer programs, software, and other like data developed during the course of the project, unless specifically developed for Owner, are and shall remain the sole property of SPF.
 - (c) SPF's liability to Owner for any computer programs, software products, or related data furnished hereunder is limited solely to the correction of residual errors, minor maintenance, or update(s) as agreed. SPF makes no warranties of any kind, including any implied warranty of merchantability or of fitness for any particular purpose, or against infringement, with respect to computer programs, software products, related data, technical information, or technical assistance provided by SPF under this Agreement. In no event shall SPF, its officers, agents, or employees be liable under or in connection with this Agreement under any theory of tort, contract, strict liability, negligence, or other legal or equitable theory for incidental or consequential damages relating to any computer programs, software products, or related data furnished hereunder.
 - (d) Environmental Audit/Site Assessment report(s) are prepared for Owner's sole use. Owner agrees to defend, indemnify, and hold SPF, its consultants, agents, and employees harmless against all damages, claims, expenses, and losses arising out of or resulting from any reuse of the Environmental Audit/Site Assessment report(s) without the written authorization of SPF.
3. **TERMINATION OR ABANDONMENT.** If any portion of the work is terminated or abandoned by Owner, the provisions of this Schedule of Fees and Conditions in regard to compensation and payment shall apply insofar as possible to that portion of the work not terminated or abandoned. If said termination occurs prior to completion of any phase of the project, the fee for services performed during such phase shall be based on SPF's reasonable estimate of the portion of such phase completed prior to said termination, plus a reasonable amount to reimburse SPF for termination costs.
4. **WAIVER.** SPF's waiver of any term, condition, or covenant or breach of any term, condition, or covenant, shall not constitute a waiver of any other term, condition, or covenant, or the breach thereof.

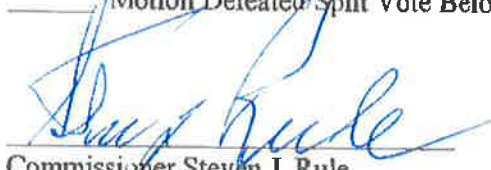
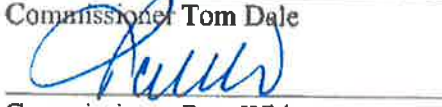
5. **ENTIRE AGREEMENT.** This Agreement, and its attachments, contains the entire understanding between Owner and SPF relating to professional engineering services. Any prior or contemporaneous agreements, promises, negotiations, or representations not expressly set forth herein are of no effect. Subsequent modifications or amendments to this Agreement shall be in writing and signed by the parties to this Agreement.
6. **SUCCESSORS AND ASSIGNS.** All of the terms, conditions, and provisions hereof shall inure to the benefit of and be binding upon the parties hereto, and their respective successors and assigns, provided, however, that no assignment of this Agreement shall be made without written consent of the parties to this Agreement.
7. **CONSTRUCTION ESTIMATES.** Estimates of cost for the facilities considered and designed under this Agreement are prepared by SPF through exercise of its experience and judgement in applying presently available cost data, but it is recognized that SPF has no control over costs of labor and materials, or over the construction contractor's methods of determining prices, or over competitive bidding procedures, market conditions, and unknown field conditions so that SPF cannot and does not guarantee that proposals, bids, or the project construction costs will not vary from SPF's cost estimates.
9. **SITE VISITS.** Visits to the construction site and observations made by SPF as part of services during construction under this Agreement shall not make SPF responsible for, nor relieve the construction contractor(s) of the obligation to conduct comprehensive monitoring of the work sufficient to ensure conformance with the intent of the Contract Documents, and shall not make SPF responsible for, nor relieve the construction contractor(s) of the full responsibility for all construction means, methods, techniques, sequences, and procedures necessary for coordinating and completing all portions of the work under the construction contract(s), and for all safety precautions incidental thereto. Such visits by SPF are not to be construed as part of the monitoring duties of the on-site monitoring personnel defined below.
10. **ON-SITE MONITORING.** When SPF provides on-site monitoring personnel as part of services during construction under this Agreement, the on-site monitoring personnel will make reasonable efforts to guard Owner against defects and deficiencies in the work of the contractor(s), and to help determine if the provisions of the Contract Documents are being fulfilled. Their day-to-day monitoring will not, however, cause SPF to be responsible for those duties and responsibilities which belong to the construction contractor(s), including but not limited to, full responsibility for the means, methods, techniques, sequences, and progress of construction, and the safety precautions incidental thereto, and for performing the construction work in accordance with the Contract Documents.
11. **SEVERABILITY.** If any provision of this Agreement is declared invalid, illegal, or incapable of being enforced by any court of competent jurisdiction, all of the remaining provisions of this Agreement shall nevertheless continue in full force and effect, and no provision shall be deemed dependent upon any other provision unless so expressed herein.
12. **IDAHO DEPARTMENT OF ENVIRONMENTAL QUALITY APPROVAL.** SPF will submit the required documents for the proposed facilities to the Idaho Department of Environmental Quality (IDEQ) for the appropriate reviews and approvals. Under no circumstances may construction begin on the proposed facilities prior to receipt of IDEQ's written approval of the reports, plans, and specifications for the proposed facilities. As professional engineers, SPF's employees are obligated to report to IDEQ any construction that begins prior to receipt of the appropriate approvals.

SPF WATER ENGINEERING
SIGNATURE PAGE

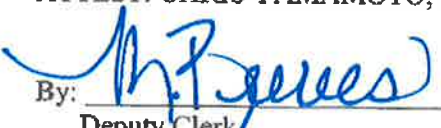
DATED this 2 day of October, 2017.

BOARD OF COUNTY COMMISSIONERS

- ☒ Motion Carried Unanimously
☐ Motion Carried/Split Vote Below
☐ Motion Defeated/Split Vote Below

	Yes	No	Did Not Vote
 Commissioner Steven J. Rule	☒	☐	☐
 Commissioner Tom Dale	☒	☐	☐
 Commissioner Pam White	☒	☐	☐

ATTEST: CHRIS YAMAMOTO, CLERK

By: 

Deputy Clerk

EXHIBIT C

**INDEPENDENT CONTRACTOR AGREEMENT FOR
CROSSROADS MUSEUM NEW WELL AND PUBLIC WATER SYSTEM**

THIS AGREEMENT is made between Down Right Drilling & Pump, Inc., having a local address of 6025 Little Freezeout Caldwell (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, in compliance with competitive procurement exceptions provided by Idaho Code Section 67-2805 COUNTY participated in an informal solicitation process to complete the Crossroads Museum well project and 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 FY2018.

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

• **PURPOSE:**

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

Furnish and install new well, pump, and associated mechanical appurtenances for a new public water system. The facilities constructed shall include materials and equipment as shown on the contract drawings and described herein required for a fully operational system.

- 1.2 CONTRACTOR agrees to provide all materials and services for the project as requested by the COUNTY and in accordance with the Project Plans and Technical Specifications (see Attachment 1) and CONTRACTOR's bid, (see Attachment 2) and incorporated fully by reference.

• **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:
- 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;
 - 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

- 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 44,080 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:

Paul Navarro, Director
Canyon County Facilities
1115 Albany Street
Caldwell, Idaho 83605

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 (4) four weeks, with a tentative starting date of July 2, 2018, to be completed by Aug 31, 2018. However, the COUNTY understands and agrees that CONTRACTOR requires a preparatory term of N/A working days after the COUNTY completes its security background checks of CONTRACTOR's personnel assigned to this project before the start date and (8) eight 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.

• **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.

• **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.

- **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.

- **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 nonperformance or inappropriate conduct, which jeopardizes security, safety, or other Agreement requirements, or fails to pass the initial jail background check. COUNTY shall provide CONTRACTOR with written justification as to the reason(s) for the directed removal.

- **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.

• **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.

DATED this 18 day of April, 2018.

"COUNTY"

BOARD OF COUNTY COMMISSIONERS

☒ Motion Carried Unanimously
☐ Motion Carried/Split Vote Below
☐ Motion Defeated/Split Vote Below

unavailable for signature
Commissioner Steven J. Rule


Commissioner Tom Dale


Commissioner Pam White

Yes	No	Did Not Vote
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<u> </u>	<u> </u>	<u> </u>
<u>✓</u>	<u> </u>	<u> </u>
<u>✓</u>	<u> </u>	<u> </u>

ATTEST: CHRIS YAMAMOTO, CLERK

By: 
Deputy Clerk

PROJECT PLANS AND
TECHNICAL SPECIFICATIONS

*CANYON COUNTY CROSSROADS MUSEUM
DRINKING WATER WELL AND PUMPING SYSTEM*

OCTOBER 2017



CANYON COUNTY CROSSROADS MUSEUM DRINKING WATER WELL AND PUMPING SYSTEM PROJECT PLANS AND SPECIFICATIONS

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SECTION 01300
GENERAL

1.1 SCOPE OF WORK

- A. Furnish and install new well, pump, and associated mechanical appurtenances for a new public water system. The facilities constructed shall include all materials and equipment as shown on the contract drawings and described herein required for a fully operational system.
1. The selected contractor shall supply all required materials and appurtenances as indicated on the drawings.
 2. All applicable permits and associated construction approvals will be the sole responsibility of the selected contractor.
 3. All materials installed during this contract shall be new unless approved by the Engineer and Owner.
 4. Contractor shall be responsible for maintaining erosion and sediment control structures and practices.
 5. No water facilities shall be constructed prior to receipt of Idaho Department of Environmental Quality (IDEQ) approval. The Contractor shall keep a copy of the IDEQ approval letter and IDEQ-stamped plans and specifications on the job site at all times.

1.2 SPECIFICATIONS

- A. This document provides technical specifications for the Canyon County Crossroads Museum Drinking Water Well project. The specifications contained herein are to be considered supplemental specifications to the current version of the Idaho Standards for Public Works Construction (ISPWC). In the event of a conflict between these specifications and the ISPWC Specifications, the ISPWC specifications, or whichever specification is more stringent, shall control.

1.3 QUALITY ASSURANCE

- A. The Work performed under this Contract shall consist of furnishing all plant, tools, equipment, materials, supplies and manufactured articles and furnishing all labor, transportation, and services, including fuel, power, water, and essential communications, and performing all work, or other operations required for the fulfillment of the Contract in strict accordance with the Contract Documents. The Work shall be completed, and all work, materials, and services not expressly indicated or called for in the Contract Documents which may be necessary for the completion of, and proper construction of the Work in good faith shall be provided by the Contractor as though originally so indicated, at no increase in cost to the Owner.

- B. All equipment and materials must comply with all applicable standards of:

AASHTO	American Association of State Highway Officials
ACI	American Concrete Institute

AISC	American Institute of Steel Construction
ANSI	American National Standards Institute
ASTM	American Society for Testing and Materials
AWWA	American Water Works Association
ISPWC	Idaho Standards for Public Works Construction
NEC	National Electrical Code
NFPA	National Fire Protection Association
NSF	National Sanitation Foundation
OSHA	Occupational Safety & Health Administration
RSWW	Recommended Standards for Water Works
UBC	Uniform Building Code

1.4 SUBMITTALS

- A. Before executing any work in this section the selected contractor shall submit for documentation, job specific selected materials and equipment and all appurtenances as specified in the Contract Documents.
- B. Submittals shall include certification that each applicable Section of the appropriate standards listed above have been met. The Engineer must approve any variation from the Contract Documents.

Project Specific Required Submittals

Three (3) copies of each Shop Drawing Submittal:

- All buried piping and fittings, including materials and pressure classes
- All buried isolation valves
- Well pump
- Check, pressure relief, and ball valves
- Flow meter
- Pressure tank
- Variable frequency drive
- Any other equipment required to provide a complete and operable water system or requested by the Engineer

1.5 WARRANTY

- A. If within a period one (1) year from the date of completion the well pumping system and associated appurtenances or any part thereof shall prove to be defective in installation, material or workmanship the contractor shall warrant replacement or repair to the satisfaction of the Owner at no expense to the Owner.

1.6 PROGRESS OF CONSTRUCTION

- A. It is the intention of the Contract Documents that the progress of the work shall proceed in a systematic manner so the minimum of inconvenience will result to the public in the course of construction. Cleanup of all construction debris, excess excavation, excess materials, and complete restoration of all fences, mailboxes, irrigation structures, ditches, culverts, signposts, and similar items shall be completed immediately following the disturbance. The Contractor shall stockpile excavated material so as to do the least damage to adjacent areas or fences, regardless of whether these are on private property or public rights-of-way. All excavated materials shall be removed from adjacent areas, and these surfaces shall be left in a condition equivalent to their original surface and free from all rocks, gravel, boulders, or other foreign material.
- B. It is the intent of these Specifications that the Contractor is responsible for any necessary asphalt pavement repair and shall provide all labor and equipment necessary to grade and maintain in a reasonable condition all streets which have been affected by construction until surface repair has been completed.

1.7 STARTUP OF WATER FACILITIES

A. **Furnishing and Installation**

1. The Contractor shall provide all tools, supplies, materials, equipment, and labor necessary for the furnishing, construction, installation, testing, and operation of all equipment and appurtenant work, complete and operable, in accordance with the requirements of the Contract Documents.

B. **Quality Assurance**

1. **Inspection, Startup, and Field Adjustment:** The Contractor shall demonstrate that all equipment meets the specified performance requirements. Contractor shall provide the services of an experienced, competent, and authorized service representative of the manufacturer of each item of major equipment who shall visit the site of Work to perform the following tasks unless specifically approved by the Engineer:
- a. Assist the Contractor in the installation of the equipment.
 - b. Inspect, check, adjust if necessary and approve the equipment installation.
 - c. Start-up and field-test the equipment for proper operation, efficiency, and capacity.
 - d. Perform necessary field adjustments during the test period until the equipment installation and operation are satisfactory to the Engineer.

- e. Instruct the Owner's personnel in the operation and maintenance of the equipment. Instructions shall include step-by-step trouble shooting procedures with all necessary equipment.

1.8 INTERFERING STRUCTURES AND UTILITIES

- A. The Contractor shall exercise all possible caution to prevent damage to existing structures and utilities, whether aboveground or underground. Whenever possible, the Owner will attempt to locate its facilities so as to provide a minimum of conflict with existing structures and utilities. While the location of existing structures and utilities will be based upon the best information available, the completeness and accuracy of said information cannot be guaranteed, and it is provided simply as a guide to possible difficulties. The Contractor shall be required to notify all utility offices concerned, through Dig Line (1-800-342-1585), at least forty-eight (48) hours in advance of construction operations in which a utility's facilities may be involved. This shall include but not be limited to irrigation, telephone, electric, and gas.
- B. It shall be the responsibility of the Contractor to locate and expose all existing underground structures and utilities in advance of excavation. Any structure or utilities damaged by the work shall be repaired or replaced in a condition equal to or better than the condition prior to the damage. Such repair or replacement shall be accomplished at the Contractor's expense.
- C. The Contractor shall remove and replace such small miscellaneous structures as fences, catch basins, drain pipe, culverts, mailboxes, and signposts at his own expense. The Contractor shall replace these structures in a condition as good, or better than, their original conditions.
- D. If interfering utility poles, guy wires, or anchors are encountered the Contractor shall notify the utility company at least seven (7) days in advance of construction to permit arrangements with the utility company for protection or relocation of the structure.
- E. The Contractor shall remove, protect and replace all drainage ways, all drainage and irrigation structures, or other improvements and similar items located near the proposed improvements at his own expense. Replacement shall be in a manner and in a condition at least equivalent to the original condition.
- F. If the Contractor encounters existing structures that interfere with the new facility(ies), he shall notify the Engineer before continuing with the construction in order that the Engineer may make such field revisions as necessary to avoid conflict with the existing structures. The cost of waiting or "down" time during such field revision shall be borne by the Contractor. If the Contractor shall fail to so notify the Engineer when an existing structure is encountered, but shall proceed with the construction despite this interference, he shall do so at his own risk. In particular, when the location of the new construction, as shown on the Plans, will prohibit the restoration of existing structures to their original conditions, he shall notify the Engineer so field relocation may be made to avoid the conflict.

1.9 AS-BUILT DRAWINGS

- A. The Contractor will be required to furnish one red-lined set of as-built revisions on the work order drawing or sketch provided, indicating the exact location of all facilities installed. As-built drawings completed by the Contractor and approved by the Engineer or his representative, shall be submitted prior to acceptance of the project by the Owner.

1.10 FIELD RELOCATION

- A. During the progress of construction, it is possible that minor relocations may be necessary. Such relocations shall be made only by direction of the Engineer or his representative.

1.11 PUBLIC SAFETY AND CONVENIENCE

- A. The Contractor shall comply with all rules and regulations of the City, County, and State authorities regarding the closing of public streets or highways to the use of public traffic. No road shall be closed by the Contractor to the public except by express permission of the Engineer. Traffic must be kept open on roads and streets where a detour is impossible. The Contractor shall, at all times, conduct his work so as to assure the least possible obstruction to traffic and normal commercial pursuits. All obstructions within traveled roadways shall be protected by approved signs, barricades, and lights where necessary or ordered by the Engineer for the safety of the traveling public. The convenience and protection of the general public and property are of prime importance and shall be provided for by the Contractor in an adequate and satisfactory manner.
- B. The Contractor shall use every reasonable precaution to safeguard the persons and property of the traveling public. Failure of the Engineer or his representative to notify the Contractor to maintain barricades, barriers, lights, flares, danger signals, or watchmen shall not relieve the Contractor from his responsibility. All barricades and obstructions shall be protected at night by signal lights, which shall be suitably distributed across the roadway or alleyway and kept burning from sunset to sunrise.
- C. Whenever the Contractor's operations create a hazardous condition, he shall furnish flagmen and guards as necessary or as ordered by the Engineer to give adequate warning to the public of any dangerous conditions to be encountered. He shall furnish, erect, and maintain approved fences, barricades, lights, signs, and any other devices that may be necessary to prevent accidents and to avoid damage and injury to the public. Flagmen and guards while on duty and assigned to give warning to the public, shall be equipped with appropriate wearing apparel and flagging.
- D. The Contractor will be required to confine construction operations within the dedicated private property, rights-of-way or within areas for which construction easements have been obtained unless he has made special arrangements with the affected property Owners in advance. The Contractor will be required to protect stored materials, cultivated crops and trees, and other items located adjacent to the pipelines. Property Owners affected by the construction shall be notified by the Contractor at least forty-eight (48) hour in advance of the time construction begins. During all construction operations, the Contractor shall construct and maintain such facilities as may be required to provide access by all property Owners to their property.

1.12 EASEMENTS AND PERMITS

- A. The Owner will obtain easements for any work located on private property. Easements shall provide use of property for construction purposes to the extent indicated on the easements. Copies of these easements will be provided by the Owner for inspection by the Contractor. The Contractor shall confine his construction operations to within the easement limits or street and alley right-of-ways limits or make special arrangements with the property Owners for the additional area required. Any damage to private property, either inside or outside the limits of the easements provided by the Owner, shall be the responsibility of the Contractor.

1.13 LAND MONUMENTS

- A. The Contractor shall preserve existing City, County, State, and Federal land monuments wherever possible. When these monuments cannot be preserved, the Contractor shall notify the Engineer or his representative at least forty-eight (48) hours in advance of the proposed construction in order that the Engineer will have ample opportunity to reference these monuments for later replacement.

1.14 TECHNICAL MANUAL

- A. The Contractor shall submit three (3) copies of the Technical Manual. The Manual shall include technical operation and maintenance information for each item of mechanical, electrical, and instrumentation equipment. It shall be written so it can be used and understood by the Owner's operation and maintenance staff. The manual shall include: equipment summary, valve chart, operational procedures, preventative maintenance procedures, parts list, wiring diagrams, shop drawings, safety equipment documentation and spare parts list.

1.15 TRAINING

- A. The Contractor shall hold one (1) 4-hour training session to train Owner's personnel in use of the equipment.

1.16 FINAL CLEANUP

- A. After completion of all Work associated with this contract, the Contractor shall clean up the Work site and any property used by his operations to the satisfaction of the Owner and Engineer. The Contractor shall remove and dispose of all excess materials resulting from his Work, and shall repair, replace, or restore all property of any type or nature which has been moved, damaged, or altered in any way by his operations, to the satisfaction of the Owner and Engineer.

- END OF GENERAL -

WELL CONSTRUCTION SPECIFICATIONS

CELEBRATION PARK MUSEUM PUBLIC DRINKING WATER SYSTEM

1.0 GENERAL REQUIREMENTS

- A. The Contractor shall furnish all materials, labor, equipment, tools, supplies, transportation, and appurtenances for drilling, casing, developing, completing, and testing of a public drinking water supply well at the Celebration Park Museum (Owner), 6851 Hot Spot Lane near Melba, in Canyon County, Idaho as specified herein and in accordance with the Contract Documents.
- B. Approximate depth of drilling, length of well casing and screens are to be used for the purpose of bidding only. Actual depths and lengths may be adjusted depending on subsurface conditions with approval of the Owner and Engineer.
- C. Work and material requirements are summarized below. Each item is discussed in subsequent sections of these Well Specifications.
- Permits and Fees.
 - Mobilize to and demobilize from the Work site, including rig setup and takedown and site cleanup.
 - Drill a minimum 10-inch diameter borehole to approximately 100 feet.
 - Conduct soil type logging during drilling.
 - Furnish and install 6" steel well casing, minimum 0.280 inch wall thickness.
 - Furnish and install stainless steel well screen.
 - Furnish and install filter pack, only as needed for soil conditions.
 - Furnish and install bentonite or cement grout annular surface seal to minimum 58' deep.
 - Develop well.
 - Well testing, furnish and install temporary well testing pump.
 - Disinfect well.
 - Site Cleanup.

- D. Well construction and materials shall conform to IDAPA 58.01.08 Idaho Rules for Public Drinking Water Systems (Idaho Department of Environmental Quality), IDAPA 37.03.09 Well Construction Standards Rules (Idaho Department of Water Resources), appropriate sections of "Recommended Standards for Water Works", and AWWA A100 - Standards for Water Wells.
- E. All materials used for well construction, including drilling fluids, shall be ANSI/NSF Standard 61 approved.

2.0 CONTRACTOR QUALIFICATIONS, EQUIPMENT AND RESPONSIBILITIES

- A. The Contractor shall have at least five years of well drilling experience and shall have constructed at least 5 wells of comparable type.
- B. The Contractor shall submit a list of equipment to be used on the project, including type of equipment description, manufacturer, model number and capacity.
- C. Damage to the well or surrounding property by the Contractor or Contractor equipment shall be repaired or replaced at the Contractor's expense.
- D. The Contractor shall provide, at his own expense, all necessary piping and components to transfer the discharged well water from the drill site to a suitable disposal site. A plan for water disposal must be provided by the Contractor and approved by the Owner prior to commencing drilling.
- E. The Contractor shall provide, at his own expense, all power required for his operations under the contract unless otherwise arranged with the Owner.
- F. Contractor shall prepare the drill site including any needed excavation or backfilling of mud pits, ditches, or settling ponds
- G. The Contractor shall be responsible for protecting life and property from excavated mud pits and settling ponds and shall backfill pits as soon as drilling and testing operations are complete. Holes, pits, equipment, and chemicals shall be safely stored and fenced per OSHA standards. All materials shall be stored where safe from damage or contamination.

- H. Contractor shall obtain and pay fee for drilling permit and any other needed permits.
- I. Contractor shall provide record documentation of drilling, testing, materials used to the Owner necessary for Well Completion Report submitted to DEQ upon satisfactory completion of well construction and testing.

3.0 WORK SITE

- A. The well site is at 6851 Hot Spot Lane, Melba, Idaho 83641, Section 36, Township 1 South, Range 2 West, B.M., WGS N 43.299351° W 116.521862°.
- B. Owner address is Canyon County Parks, Recreation and Waterways, 1115 Albany Street, Caldwell, ID 83605.
- C. Contractor shall have utilities marked prior to drilling or excavating by calling Digline 811.

4.0 SERVICES FURNISHED BY OWNER

- A. The Owner will provide access to the property for the Work.
- B. Contractor, employees, subcontractors and material deliveries are allowed access to the property as part of the Work.
- C. The Owner or Engineer will participate with the Contractor in well testing, evaluation of drilling characteristics, sample examination, and soil drilling log interpretation, and will advise the Contractor on the final design placement of well casing, surface seal, filter pack, and screens. The Engineer shall be requested to be present during placement of the well seals and for test pumping.

5.0 SITE SOIL AND GEOLOGY CONDITIONS

- A. It is anticipated that drilling will be through a top layer of rock boulders and clay near the surface overlying clay and loose lava, into mostly lava/gravel/boulders to about 60' deep as shown in the nearby Visitor Center well log.
- B. Well depth is anticipated to be 100 feet.
- C. Static groundwater level is anticipated to be 19 feet deep.

- D. See well logs for nearby Visitor Center well.

6.0 MATERIALS

- A. Surface Casing: Surface casing may be installed at the Contractor's option. If temporary surface casing is utilized, it shall be removed during installation of the surface seal, permanent surface casing is utilized, a full length annular seal shall be provided outside of the casing.
- B. Well Casing: The well, when completed, shall be cased with nominal 6 inch I.D. casing from 2.0 feet above natural ground surface to a depth designated by the Engineer. The casing shall be new steel ASTM A-53 or equal with a minimum wall thickness of 0.280 inches. The casing shall be equipped with centralizers at a spacing of no more than 50 feet and at 30' from surface, at the first casing joint and at bottom end of the casing.
- C. The top of the casing shall be equipped with an approved well cap with screened vent and access port for water depth measurement.

7.0 WELL SCREEN

- A. Well screens shall be of the V-slot continuous wire-wound type in 304 stainless steel of 6 inch pipe size intended for use with drinking water wells. The final placement, length and slot size of well screen will be determined by collaboration between the driller and the Engineer after obtaining and recording drilling soil types and depths by the Contractor.
- B. Screens shall be attached to the casing by welding. The screen sections shall be equipped with stainless steel welding rings at both ends.
- C. Screens shall have adequate strengths for collapse and column weight.
- D. Screen construction shall include sufficient wire and rod sizes to be compatible with the depth and pressures of the installation, as recommended by the manufacturer of the screen.
- E. Screen materials shall be NSF Standard 61 approved.
- F. A stainless steel plate shall be welded to the bottom screen section end.

8.0 FILTER PACK

- A. The need for a filter pack is not anticipated but will be re-evaluated once soil types and geology have been obtained from the drilling record and collaboration between the driller and the Engineer.
- B. If needed, the filter pack shall be placed around the well screen assembly and shall be installed along the entire length of the screen assembly, and shall extend above the top of screen a minimum of 20 feet.
- C. The filter pack shall consist of clean, well-rounded siliceous sand material with a uniformity coefficient of 2.5 or less, manufactured by Colorado Silica Sand, Inc., or approved equal, and shall conform to one of the following gradations to be determined following analysis of drill cuttings:

10-20 Filter Sand

90-100% passing No. 10 sieve
90-100% retained on No. 20 sieve

8-12 Filter Sand

90-100% passing No. 8 sieve
90-100% retained on No. 12 sieve

6-9 Filter Sand

90-100% passing No. 6 sieve
90-100% retained on No. 10 sieve

9.0 WELL SEAL

- A. The annular space between the borehole and the outside surface of the steel well casing shall be sealed with bentonite chips, bentonite grout, neat cement or cement-bentonite grout installed in a slow and continuous manner.
- B. Any temporary casing or tremie pipe shall be withdrawn as the seal is placed.
- C. Neat cement or cement grout shall be pumped upward from the bottom of the sealed interval.
- D. A 50% excess volume of seal material shall be available on site during construction of the well seal.

- E. Seal placement and thickness shall meet the requirements of IDAPA 58.01.08.510.03 and IDAPA 37.03.09.
- F. For cement grout seal a minimum borehole diameter of 9¾" is required for 6 inch casing.
- G. For dry granular bentonite poured into a dry annular space with 6 inch casing, a minimum borehole diameter of 10¾" is required above 200 feet and a minimum borehole diameter of 12¾" is required below 200 feet.
- H. Where neat cement is used, the mix shall contain no more than 6 gallons of water per 94 pounds of cement. Cement shall conform to AWWA Standard A-100. Mix water quality and quantity shall follow manufacturer specifications paying close attention to cement grind and water ratios, eliminating free water. Additives may be utilized to control fluid losses and shrinkage.
- I. Additives shall not be used unless approved by the Idaho Department of Environmental Quality and the Idaho Department of Water Resources.
- J. Where cement-bentonite grout is used, the mix shall consist of 24 gallons of water, 94 pounds of cement and 50 pounds of bentonite. In preparing the mix, the cement must be added first, followed by the bentonite.
- K. Bentonite material shall be recommended by the manufacturer for use with drinking water wells.

10.0 WELL CONSTRUCTION

- A. Upon receiving the Notice to Proceed, the Contractor shall move in all tools, equipment, and supplies necessary for the Work, and upon completion of the Work, shall remove all such items from the premises promptly and leave the site in a clean and orderly fashion.
- B. Construction Sequence for this project will consist of the following:
 - 1. Obtain Permits.
 - 2. Mobilization and drilling rig setup.
 - 3. Drill minimum 10-inch diameter borehole to approximately 100 feet.

4. Conduct soil sampling and logging.
5. Furnish and install 6 inch I.D. steel casing and 6 inch pipe size stainless steel well screen
6. Furnish and install filter pack as needed.
7. Install annular well seal from the ground surface to minimum 58' deep, withdraw any temporary casing.
8. Furnish, install, and operate temporary pump for well development.
9. Furnish install and operate test pump and water level drawdown measurement.
10. Measure sand content.
11. Disinfect well with chlorine solution.
12. Obtain water sample.
13. Demobilization and removal of equipment.

11.0 WELL DRILLING METHODS

- A. The anticipated drilling method will be air rotary, mud rotary or reverse rotary.
- B. Borehole diameter and drilling sequence will depend on the drilling technique chosen by the Contractor.
- C. The borehole shall be of sufficient diameter to meet to meet IDAPA 37.03.09 and IDAPA 58.01.08 for sealing of casing and the required well seal thickness.
- D. Drilling fluid properties shall maintain the structural integrity of the borehole and to circulate drill cuttings of the strata penetrated to the ground surface. Any drilling fluid additives shall be certified to NSF Standard 60 or 61.
- E. Contractor shall sample the borehole drill cuttings at every formation change and at a minimum of 10 foot intervals below 60 feet depth. To ensure that samples are representative, the procedure for collecting borehole drill cuttings shall be approved by the Engineer. Samples shall be saved and maintained on the job site in a clean, dry area by the Contractor.

- F. Samples shall be submitted to the Engineer and Owner. The samples shall be of at least one pint volume and shall be kept in waterproof containers or heavy-duty "zip-lock" style plastic bags to be provided by the Contractor.
- G. Samples shall be clearly labeled to show project name, date and depth.
- H. Contractor shall maintain a daily drilling log of the well. Information listed on the drilling log shall include: (1) drilling fluids and additives, including quantity of materials used; (2) drilling fluid properties, including weight and viscosity; (3) type and diameter of bits used for drilling and total footage for each bit; and (4) any remarks or comments concerning the drilling characteristics of the borehole, including location and volumes of mud losses. The forms shall be kept on-site for inspection by the Owner and Engineer.
- I. All drilling fluids shall be disposed in accordance with DEQ and any other state or federal regulations.
- J. Any cost for disposal of drilling fluids and development waste water will be paid by the Contractor.
- K. Logs and records shall be kept by the Contractor on forms suitable to the Owner and Engineer and shall indicate each shift worked; general description and thickness of material penetrated; and description of all other work performed, including the time spent on each item of Work. The logs shall be recorded at the time the work is done.
- L. Copies of well drilling logs shall be furnished to the Owner and Engineer following completion of operations.
- M. The Contractor shall submit a Well Driller's Report to the Idaho Department of Water Resources.
- N. Upon completion of drilling, the Owner is allowed 72 hours to evaluate drill cuttings and geologic log prior to selecting the intervals for developing a final well design. No rig time or stand-by time will be incurred while waiting to receive zone intervals or final well design from the Owner or Engineer, nor while subsequently waiting for delivery of screen, filter pack, or other materials.

12.0 PLUMBNESS AND ALIGNMENT

- A. The Contractor shall construct the well sufficiently straight and plumb to permit free installation and operation of a test or production pump with nominal 4 inch bowls to a depth of 100 feet. The hole shall be drilled to the depth designated by the Owner or Engineer with a total deviation of the casing not to exceed one degree per 100 feet of the well. The alignment will be considered satisfactory if the casing will permit the free lowering and raising of a dummy between land surface and the bottom of the well. The dummy shall be constructed of a 40-foot length of standard 4 inch I.D. pipe. It shall be the responsibility of the Contractor to assure the well is being constructed straight and plumb within these limits at all times. Any indications of inadequate plumbness or alignment during drilling, casing, or pump setting operation shall be cause to require measurement of plumbness or alignment by a method acceptable to the Owner. No payment shall be made for tests of alignment; any such tests shall be considered subsidiary to other items in this contract.
- B. If the well has unacceptable plumbness or alignment, the Contractor shall undertake remedial measures. Any alignment required by the Contractor in re-drilling or straightening the well shall be at his sole expense. If a well is deemed unacceptable following remedial measures, then as much casing as can be removed from the well shall be salvaged by the Contractor. The well shall be abandoned in accordance with Idaho State regulations at the Contractor's expense. All payments associated with construction of the abandoned well shall be credited to construction of a replacement well.

13.0 INSTALLATION OF WELL CASING, SCREENS AND CENTRALIZERS

- A. Individual lengths of well casing and well screen shall be joined by welding performed by properly qualified operators following the manufacturer's recommendations in accordance with AWWA C206. Welds shall penetrate the full thickness of the casing wall for both permanent and temporary casing.

Welded joints shall be allowed to cure for not less than 30 minutes before weld is placed in contact with water. The standards of the American Welding Society, Structural Welding Code (AWS D1.1) shall apply for all welded joint casing and accessories. All welds shall conform to the latest revision of ANSI B31.1.

- B. Weld Reinforcement: Weld reinforcement shall be as specified by the AWS code. Upon completion of welding, all weld splatter, flux, slag, and burrs left by attachments shall be removed. Welds shall be repaired to produce a workmanlike appearance, with uniform weld contours and dimensions.
- C. The completed well casing shall extend a minimum of 18-inches above finished grade.
- D. Surface finished grade shall be at least 12 inches above surrounding natural ground level to provide slope away from the well in all directions.
- E. The top of the well casing shall be equipped with a downward screened vented well cap, as approved by DEQ and IDWR.
- F. Placement of well screens will be determined following drilling. The well screen shall be centered in the annular space.
- G. Centralizers shall be installed at intervals of no more than 60 feet. All centralizer groups shall be vertically aligned, one above the other to permit the passage of tremie pipes alongside the casing to the bottom of the borehole. Centralizer groups in well casing will be placed as follows:
 - 1. 30 feet from the surface.
 - 2. Minimum spacing every 50 feet.
 - 3. Across the first joint.
 - 4. Bottom end of the well casing.

14.0 FILTER PACK

- A. If filter pack is determined to be needed based on soil types, a gravel filter pack or sand filter pack shall be installed by tremie pipe at a uniform rate in a manner that will prevent bridging and allow for adequate pack settling. The filter pack

level shall be continuously monitored during placement to determine if bridging is occurring.

- B. Contractor shall install filter pack material and water used for washing the filter pack through the tremie pipe are adequately disinfected during installation, per ANSI/AWWA C654-87. Chlorine shall be used for disinfection unless otherwise directed by the Owner. Following installation, the pack shall be settled by swabbing or other means.

15.0 WELL SEAL

- A. An annular well seal shall provide watertight construction to exclude surface contamination, to seal off formations that are, or may be, contaminated or yield undesirable water, and to prevent artesian flow along the outside of the well casing. The annular seal shall extend from the ground surface to minimum 58 feet deep and shall be minimum 1½" thick.
- B. The borehole annulus outside the 6 inch well casing shall be sealed with bentonite chips, bentonite grout, neat cement, or cement grout. Temporary surface casing shall be removed following placement of the annular seal.
- C. If bentonite chips are used as a seal material, the top of the seal shall be tagged at nominal 10 foot intervals during placement if the seal is reaching its intended position. Pour rates shall not exceed manufacturer's recommended rates. Seal level shall be checked by tagging with a sinker bar or other means.
- D. Volumes of seal material shall be carefully monitored and checked against calculated volume requirements.
- E. Engineer and IDWR shall be notified a minimum of 24 hours prior to seal placement.
- F. Cement grouts shall be allowed to cure for a minimum of 48-hours before Work is resumed on the well.
- G. Seals shall be installed in a slow and continuous manner, and temporary casing shall be withdrawn as the seal is placed.

- H. A 50% excess of seal material shall be available at the site or within one-hour delivery time during installation of the surface seal.

16.0 WELL DEVELOPMENT

- A. The well shall be developed after installation of the casing, screen, and filter pack by surging and over-pumping (rawhiding), high pressure jetting, air-lifting, swabbing, or other methods approved by the Owner and Engineer.
- B. Contractor shall provide a well development plan for approval by the Owner prior to the start of development activities. It shall be the Contractor's responsibility to notify the Owner when the process of well development is to begin and to provide daily reports of progress during development.
- C. If a well is developed by rawhiding, the Contractor shall provide a pump capable of producing 60 gpm from a pumping level of 120 feet deep. Contractor shall note approximate pumping rate and drawdown during development pumping.
- D. If the well is developed by air-lifting, the Contractor shall have a compressor, tubing and eductor pipe to air-lift a minimum of 60 gpm average flow from 380 feet depth. Sufficient tubing or drill stem shall be available to reach the total depth of the well. It is anticipated that air development will take place in a staged manner throughout the lower portion of the well, and thus may include addition and subtraction of pipe. For preliminary testing purposes, the Contractor shall note approximate air-lift pumping rate during development.
- E. Development shall continue until the water produced from the well is clear and sand free with less than 5 ppm sand. Sand content shall be measured using a centrifugal sand sampler or other approved method.
- F. Upon completion of the development, all material shall be thoroughly cleaned from the inside of the casing and screen, and the well screens shall be cleared of residual drilling muds or other obstructions

17.0 TEST PUMPING AND AQUIFER DRAWDOWN

- A. Following completion of development operations, the well shall be allowed to recover for 24 hours prior to starting the aquifer drawdown and pumping tests.
- B. The Engineer shall be present at the start of all test pumping.
- C. Anticipated method of aquifer drawdown testing includes constant-rate pumping test at 63 gpm (150% of desired yield of 42 gpm) lasting a minimum of 6 hours.
- D. Alternately, a constant rate test at desired yield 42 gpm lasting a minimum of 24 hours may be performed if the well cannot be tested at a rate of at least 63 gpm.
- E. The test pump shall be capable of delivering 63 gallons per minute from a pumping level of 120 feet. The pump shall be set at the anticipated permanent pump level, or a minimum depth of 80 feet.
- F. Obtain sand sample at 15 minutes after start of test pumping. Sand content shall be less than 5 ppm. If sand content exceeds 5 ppm the well shall be redeveloped or shall have a filter pack installed.
- G. Contractor shall furnish and install all necessary equipment for testing, including a discharge valve or throttle to control flow rate, totalizing flow meter for accurately measuring the discharge from the well, a nominal 1-inch pipe to the top of the well to facilitate the installation and removal of an electric-line water-level sounder, and fittings for installation of a centrifugal sand sampler.
- H. Contractor shall provide testing equipment, including water level sounder and centrifugal sand sampler.
- I. Contractor shall measure and record water level, pumping rate, discharge volume, and elapsed time.
- J. Contractor shall be responsible for conveying discharged water through temporary pipe, ditches, or overland flow to a suitable disposal point approved by the Owner.
- K. Contractor shall be responsible for collecting water quality samples during the pumping test and providing to a certified testing laboratory.

- L. The Engineer shall determine if the well productivity and test duration are acceptable and meet the project requirements and that water quality meets DEQ requirements.
- M. Contractor shall be responsible for providing continuous, uninterrupted power for the test pump. The Contractor shall provide a means for safe refueling during pumping operations to prevent even brief shutdowns during the testing. Shutdowns before the end of the testing procedure in excess of 10% of the total time anticipated for this testing procedure may require the Contractor to allow the water level to recover to pre-pumping conditions and re-start the test, as determined by the Engineer.

18.0 PROTECTION OF WATER QUALITY

- A. All water used for drilling and development operations shall be of potable quality and shall be disinfected with chlorine. The Contractor shall take all necessary precautions to prevent contamination of the water in the well by the introduction of any foreign substance, including contaminated water, gasoline, lubricants, etc. and shall conform to all laws or regulations applicable to the protection of water quality.
- B. All downhole materials (i.e., casing, pipe, pumps, sand filter pack, drilling tools, etc.) shall be disinfected with 500 ppm chlorine solution.
- C. Facilities, equipment, and materials for disposing of the water produced during the development and testing of the well shall be provided by the Contractor. Water leaving the well site shall be free of chemicals and seal materials and shall not have a chlorine concentration exceeding 0.01 mg/L. Contractor shall be required to dechlorinate water to achieve an acceptable chlorine concentration and may refer to AWWA C651-92, Appendix B for direction on the neutralization of chlorinated water.
- D. Runoff from the site shall not contain sediment unless erosion control measures, approved by DEQ, are in place. Water shall not be discharged to streams, ponds,

or lakes without proper regulatory authorization. It is anticipated that clear water can be disposed near the well site.

- E. Upon completion of all well construction activities and prior to removal of test pumping equipment, the Contractor shall disinfect the well using calcium hypochlorite. Calcium hypochlorite shall be added to give an average dose of 50 mg/l to the entire volume of water in the well, per ANSI/AWWA C654-03. All interior surfaces of the well above the static water level shall be wetted with calcium hypochlorite solution. The well shall be capped with a vented well cap or sanitary well seal following disinfection.

19.0 SITE CLEANUP

- A. After completion of all Work associated with this contract, the Contractor shall clean up the Work site and any property used by his operations to the satisfaction of the Owner.
- B. Contractor shall remove and dispose of all excess materials resulting from his work, and shall repair, replace, or restore all property of any type or nature that has been moved, damaged, or altered in any way by his operations, to the satisfaction of the Owner.
- C. Contractor shall return landscaping, native plants, roadway, and adjoining surfaces to their original condition and appearance or better upon completion of Work.
- D. Contractor shall thoroughly clean the site after completion of the drilling, well construction, and test pumping operations. All excess drilling fluids, debris, and other materials used during these operations shall be removed and properly disposed of by the Contractor. Backfilled mud pits shall be compacted to 90 percent maximum dry density as determined by Standard Proctor Test (ASTM D698).
- E. Contractor shall remove equipment, temporary facilities, and materials, and leave the site in a condition acceptable to the Owner.

- F. Contractor shall repair any damage to the property or facilities caused by his operations prior to final acceptance of the Work by the Owner.

20.0 MEASUREMENT AND PAYMENT

1. The quantities of Work or material stated in unit price items of the Bid Schedule are supplied only to give an indication of the general scope of the Work. The Owner does not expressly or by implication agree that the actual amount of Work or material will correspond with quantities estimated in the Bid Schedule, and Owner reserves the right after award to increase or decrease the quantity of any unit price item of the Work, without a change in the unit price, and shall include the right to delete any Bid item in its entirety.
2. Payment for work and materials will be made based on actual quantities furnished, performed, installed or constructed in accordance with the unit prices provided in the Bid Schedule.
3. Owner may terminate Work on the project at any point if, in the Owner's judgment, the Owner's best interests are not served by continuation. Conditions which may lead to project termination include, but are not limited to, indications of low groundwater development potential as determined during drilling, soil type logging, and testing. In such an event, the Contractor shall be paid for the value of Work completed at that time based on the unit price and lump sum items listed on the Bid Schedule.
4. If well construction is terminated by decision of the Owner, the Contractor may be required to properly abandon the well in accordance with current Idaho State regulations. Well abandonment procedures will be paid for cost of work, materials and related incidental costs plus 10% to cover handling.
5. No payment shall be made for tests of borehole plumbness and alignment; it shall be the responsibility of the Contractor to ensure that the hole remains within plumbness and alignment specifications.

6. No payment shall be made for time or expenses incurred in the recovery or replacement of tools or equipment lost during the drilling phase or any other phase of the Work.
7. No payment shall be made for time, materials, or labor costs incurred during remedial measures or operations in the event the well is of unacceptable plumbness or alignment.

20.1. Permits and Fees Cost

- a. Permits and fees are initially paid by the Contractor.
- b. Payment to the Contractor by the Owner for permits and fees will be made according to the Bid Schedule for actual cost of permits and fees plus 10% for handling.

20.2. Mobilization and Demobilization Cost

- a. Payment of mobilization and demobilization to the Work site will be based upon completion of the Work as a lump sum unit. The lump sum price listed on the Bid Schedule shall constitute full compensation for the moving in of rigs, setup and takedown of rigs, pumps, equipment, power, labor, fuel, tools, and incidentals necessary to do the Work, and moving out of all such equipment, materials, tools, and incidentals, and well disinfection and final site cleanup upon completion of the Work.
- b. For purposes of partial payment, the mobilization portion of this bid item shall be considered as 60% of the total lump sum.
- c. Payment for drilling rig setup and takedown time will be included in the lump sum price for Mobilization and Demobilization listed on the Bid Schedule.
- d. Payment for rig time performing additional work not in the original contract and specifically directed by the Owner will be based on the actual number of hours of work done and shall be full compensation for drilling rig, fuel, labor, equipment, and materials normally associated with Contractor's drilling activities.

- e. Any additional materials which may be required shall be approved in advance by the Owner and Engineer and shall be paid at the Contractor's invoice cost plus 10% for handling.

20.3. Borehole Drilling Cost

- a. Measurement and payment for drilling the borehole will be based upon the actual number of vertical linear feet drilled below ground surface.
- b. Payment for drilling shall constitute full compensation for labor, fuel, bits, pipe, drive shoes, welding, drilling fluids, equipment, and incidentals necessary to drill the borehole.
- c. No payment shall be made for tests of borehole plumbness and alignment; it shall be the responsibility of the Contractor to ensure that the hole remains within plumbness and alignment specifications.
- d. No additional payment will be made for drilling fluid materials used during normal drilling operations.
- e. All costs shall be considered at the unit prices listed on the Bid Schedule.
- f. No additional payment will be made for time or expenses incurred in the recovery or replacement of tools or equipment lost during the drilling phase or any other phase of the Work,
- g. No additional payment will be made for time, materials, or labor costs incurred during remedial measures or operations in the event the well is of unacceptable plumbness or alignment.
- h. No additional payment will be made for time, materials, or labor costs incurred in abandoning a well in the event the well is of unacceptable plumbness or alignment following remedial measures, or if lost tools or equipment cannot be recovered from the borehole.

20.4. Furnish and Install Steel Well Casing Cost

- a. Measurement for payment of the nominal 6 inch steel well casing will be based upon the number of linear feet of such pipe actually installed in the borehole in

accordance with these Contract Documents and the Bid Schedule. Payment for the 6 inch casing shall constitute full compensation for materials, transportation, labor, fuel, equipment, centralizers, welding materials, and incidentals necessary to furnish and install the well casing.

20.5. Furnish and Install Stainless Steel Well Screen Cost

- a. Measurement for payment of the 6 inch pipe size stainless steel well screen will be based upon the actual number of linear feet of such screen installed in the borehole in accordance with these Contract Documents and the Bid Schedule.
- b. Payment for the 6 inch pipe size screen shall constitute full compensation for screen, welding rings, plate bottom, miscellaneous materials, transportation, labor, fuel, equipment, welding materials, and incidentals necessary to furnish and install the well screen.

20.6. Furnish and Install Filter Pack Cost

- a. Measurement and payment for furnishing and installing filter pack will be based on the actual volume of filter pack installed in the borehole in accordance with these Contract Documents and the unit price in the Bid Schedule.
- b. Payment for filter pack includes compensation for material, transportation, labor, equipment, and incidentals necessary to furnish and install the filter pack.
- c. For purposes of volume calculation, one cubic foot of sand shall be considered to weigh 100 pounds.

20.7. Furnish and Install Annular Well Seal Cost

- a. Measurement and payment for furnishing and installing the well seal will be based upon the actual number of vertical linear feet of casing sealed in the borehole in accordance with these Contract Documents and the Bid Schedule.
- b. Payment for the well seal includes compensation for bentonite, cement, materials, transportation, labor, equipment, and incidentals necessary to furnish and install the seal.

20.8. Well Development Cost

- a. Measurement for payment of well development will be based on the actual number of hours of well development operations. Payment will be made at the unit price listed in the Bid Schedule.
- b. No payment shall be made for equipment acquisition, set-up, installation or for recovery periods required to ensure thorough well development.
- c. Payment for chemicals as may be required to ensure thorough well development shall be reimbursed for the cost of the chemicals actually used at invoice cost plus 10% for handling.

20.9. Furnish and Install Test Pump and Related Equipment Cost

- a. Payment for furnishing, installing, and removing the test pump and related equipment will be based upon completion of the entire Work as a lump sum unit, all in accordance with the requirements of these Contract Documents.
- b. Payment for furnishing, installing, and removing will be at the price listed in the Bid Schedule shall constitute full compensation for all Work, including installation and removal of pump, motor, generator, cable, controls, valves, orifices, temporary piping, and associated appurtenances.

20.10. Test Pumping Cost

- a. Measurement and payment for test pumping will be based on the actual number of hours of pumping operations. Payment for test pumping will be made at the unit price listed in the Bid Schedule, and shall constitute full compensation for all labor, equipment, and materials associated with operating the pumping equipment.
- b. No payment shall be made for standby time during the recovery periods between tests or for time spent transporting or maintaining equipment. All such costs for time and maintenance materials shall be included in the unit price listed in the Bid Schedule.

Celebration Park Museum
Public Drinking Water Well
Well Specifications

- c. No payment shall be made for time, equipment, or materials used in a test aborted due to power failure or malfunction of pumping equipment.

20.11. Plugging and Abandonment Cost

- a. In the event the well, which has been successfully completed in accordance with these Contract Documents, requires plugging and abandonment, the cost for this work will be negotiated between the Contractor and Owner or will be performed by others.
- b. Costs for plugging and abandonment of the well successfully completed in accordance with these Contract Documents shall not be considered as subsidiary to other bid items in the contract.

END OF WELL CONSTRUCTION SPECIFICATIONS



Carl Geiger

Digitally signed by
Carl Geiger, PE
Date: 2017.02.06
09:59:14-07'00'

**BID SCHEDULE OF ITEMS AND PRICES
CROSSROADS MUSEUM (CANYON COUNTY) DRINKING WATER WELL**

The Bidder proposes the following schedule of prices for drilling, construction, development, and testing of one public drinking water system supply well for Canyon County (the Owner) in accordance with the well specifications. The quantities of work or material stated in unit price items of the bid are supplied only to give an indication of the general scope of the work. Payment for materials and labor will be based on actual quantities furnished, installed, or constructed in accordance with the prices bid for unit price items. The bidder is solely responsible for completing all spaces below. The bidder is responsible for the inclusion of all overhead, taxes, and profit costs within each item submitted.

Item	Description	Estimated Quantity	Unit	Unit Price	Total Amount
1	Mobilization and demobilization	1	lump sum	\$ _____	\$ _____
2	Drill min 10-inch borehole	100	linear foot	\$ _____	\$ _____
3	Furnish and install 6-inch I.D. steel casing	82	linear foot	\$ _____	\$ _____
4	Furnish and install 6-inch I.D. well screen	20	linear foot	\$ _____	\$ _____
5	Furnish and install sand filter pack	40	linear foot	\$ _____	\$ _____
6	Furnish and install annular well seal	60	linear foot	\$ _____	\$ _____
7	Well development	12	hours	\$ _____	\$ _____
8	Furnish, install, and remove test pump and related equipment	1	lump sum	\$ _____	\$ _____
9	Test pumping	8	hours	\$ _____	\$ _____
10	Rig time	2	hours	\$ _____	\$ _____
Total				\$ _____	

Submitted by: _____
Signature

Title

Company

Address

Idaho Well Contractors License Telephone Number

Date

SECTION 15150
DISINFECTION OF POTABLE WATER LINES

PART 1 -- GENERAL

1.1 SCOPE

- A. Contractor shall provide all equipment and work necessary for the flushing and disinfection of all pipelines installed as part of the Contract Documents. Flushing, disinfection, and testing to confirm the pipeline is free from contamination shall occur prior to the pipeline being placed in service and before certification of completion by the Engineer.
- B. Contractor shall disinfect pipe and appurtenances per this Specification and in accordance with ISPWC Section 401 and AWWA C651, "Disinfecting Water Mains". Where conflicts arise, the Contractor shall adhere to the more stringent requirement.
- C. The Contractor shall be responsible for obtaining permits for discharging excess testing and disinfection water and dechlorination of such water if required to satisfy permit limits.

PART 2 -- PRODUCTS

2.1 MATERIALS

- A. Chlorine, form shall be pre-approved by the Engineer.

PART 3 -- EXECUTION

3.1 FLUSHING

- A. Prior to disinfection, the pipeline shall be flushed at a minimum velocity of 2.5 feet per second. Contractor shall refer to ISPWC Section 401 for flow required to produce minimum required velocity for pipelines of various diameters.
- B. Flushing shall occur following hydrostatic testing as described in Specification Section 15160.

3.2 DISINFECTION

- A. The Contractor shall introduce chlorine into the pipeline in accordance with ISPWC Section 401 and AWWA C651.
- B. Method of chlorination shall be pre-approved by the Engineer.
 - 1. When using calcium hypochlorite tablets or granules, a minimum solution strength of 25 mg/L chlorine shall be maintained. Tablets or granules shall be used only if pipe and appurtenances are kept clean and dry during installation. Place granules at the upstream end of the first pipe section and branch main and every 500 feet thereafter. Quantity shall be per Table 2 in ISPWC Section 401. Place tablets in each section of pipe and in each hydrant using proper adhesive. Quantity shall be per Table 3 in ISPWC Section 401. After granules or tablets are placed, Contractor shall fill pipe with clean water at a velocity of less than 1 fps. Water shall remain in pipe for a minimum of 24 hours.

2. For the continuous feed method, Contractor shall maintain chlorine dose of 25 mg/L over a period of 4 hours and a residual of 10 mg/L over 24 hours. Direct feed of chlorine will not be permitted, a chlorine solution of 25 mg/L shall be introduced into the pipeline using approved methods until the entire pipeline is filled with solution. The solution shall be made with clean water.
 3. For the slug method, a solution strength of 100 mg/L shall be introduced into the pipeline at a rate to expose the pipeline to the solution for a minimum of 3 hours. A residual of at least 50 mg/L shall be maintained as the slug progresses through the pipeline. If the residual drops below 50 mg/L, additional solution shall be added to achieve a concentration of 100 mg/L.
- C. Following chlorination, the chlorinated solution shall be flushed from the pipeline until the concentration is typical for normal system operation (for systems that do not chlorinate the residual shall be zero). The concentration shall not exceed 4 mg/L.
- D. Chlorinated water shall be disposed of in accordance with federal, state, and local requirements. Where applicable, the Contractor shall obtain appropriate permits from regulatory agencies before discharging chlorinated water to the environment. Appropriate contacts and disposal methods vary depending upon the location where the chlorinated water will be disposed, as summarized below:
1. For discharge to surface waters of the United States, including indirectly through storm sewers, ditches, or canals, the Contractor shall contact the Environmental Protection Agency (EPA) Region 10 Permitting Section to determine if a NPDES permit is required. The EPA may refer the applicant back to the Idaho Department of Environmental Quality (IDEQ) Surface Water Group for consultation regarding the discharge. Typically, any discharge to surface waters must at a minimum comply with the following requirements of the State of Idaho Water Quality Standards (IDAPA 58.01.02):
 - a. The maximum instantaneous or 1-hour average concentration of the total chlorine residual of the discharge must not exceed 19 µg/L more than once every three years. This is the acute criteria for chlorine.
 - b. The 4-day average concentration of the total chlorine residual of the discharge must not exceed 11 µg/L more than once every three years. This is the chronic criteria for chlorine.
 - c. Dechlorination of chloramines can create ammonia. The 1-hour average concentration of total ammonia (mg/L N) must not exceed the acute criteria value more than once every three years. The acute criteria value is dependent upon temperature and pH and is calculated using the applicable equation in §250.02.d.i of the State of Idaho Water Quality Standards. The 30-day average concentration of total ammonia (mg/L N) must not exceed the chronic criteria value more than once every three years. The chronic criteria value is dependent upon temperature and pH and is calculated using the applicable equation in §250.02.d.ii of the State of Idaho Water Quality Standards.
 - d. IDEQ may consider the effects of the mixing zone where the discharge enters the receiving body when evaluating allowable concentrations of total residual chlorine.

2. For discharge to sanitary sewer, the Contractor shall consult with the local sewer department and request approval to discharge into the sewer. The Contractor must verify with the sewer department that there is adequate capacity in the sewer mains to accommodate the discharge and that the wastewater treatment plant can accept the discharge.
 3. For land application of the chlorinated water, the Contractor must receive approval from the land owner to discharge the water. The Contractor shall also contact the IDEQ Regional Office Engineering Group to confirm any permitting requirements.
- E. If required by federal, state, or local agencies, the Contractor shall dechlorinate chlorinated water before disposal using a chlorine-neutralizing agent. The Contractor shall refer to AWWA C651 Appendix C as a guide for the amount of neutralizing agent required. The Contractor shall consult with the appropriate jurisdictional body on maximum allowable concentrations of de-chlorination chemicals prior to discharge.
- F. Following chlorination and flushing and prior to placing the pipeline into service, the Contractor shall collect 2 samples for coliform bacteria 24 hours apart. Samples shall be collected every 1,200 feet of mainline and from every branch. If samples contain total coliform, the pipeline shall be re-flushed and re-sampled. If samples again show presence of bacteria, the pipeline shall be re-chlorinated, flushed, and re-sampled until clean samples are obtained. The Contractor will be required to schedule work to accommodate twenty-four (24) to forty-eight (48) hours of test "turn-around" time in order to provide the proper incubation period for the bacteria samples.

- END OF DISINFECTION OF POTABLE WATER LINES -

SECTION 15160
HYDROSTATIC TESTING OF PRESSURE PIPE

PART 1 -- GENERAL

1.1 SCOPE

- A. All pipelines installed as part of the Contract Documents, complete with valves, fittings and other facilities, shall be hydrostatically tested in accordance with this Specification, ISPWC Section 401, AWWA C600 (ductile iron mains), C605 (PVC), or ASTM F2164-02 (HDPE). Where conflicts arise, the Contractor shall comply with the more stringent requirement.
- B. The pipelines shall be tested after they have been installed and filled with water for a minimum period of twenty-four (24) hours. The test pressure shall be at one hundred fifty (150) psi or fifty (50) percent greater than the operating pressure at the lowest point in the pipeline being tested, whichever is greater. The hydrostatic tests shall include all piping in its entirety.
- C. All materials necessary to conduct the hydrostatic testing shall be the responsibility of the Contractor and must be approved by the Engineer or his representative. The same main line leakage maximum shall include all services, taps and /or cut-ins installed by the Contractor. All hydrostatic tests shall be conducted in the presence of the Engineer.
- D. The hydrostatic test shall be made after backfilling has been completed but before placement of any required surface repair. A test shall be made only after a part or all backfilling has been completed and at least seven (7) days after the last concrete thrust block has been cast with standard cement. The duration of the hydrostatic test shall be two (2) hours unless otherwise directed by the Engineer.
- E. Contractor shall provide Engineer written notice 24 hours prior to hydrostatic testing. Contractor shall furnish a written test report to the Engineer upon completion of successful testing.

PART 2 -- PRODUCTS

2.1 MATERIALS

- A. Potable Water

PART 3 -- EXECUTION

3.1 WORKMANSHIP

- A. **Procedure.** Each section of pipeline shall be slowly filled with water, and the specified test pressure shall be applied by means of a pump connected to the pipe in a manner satisfactory to the Engineer. The Contractor shall provide the complete means of conducting the hydrostatic test including pumps and all related equipment.
- B. During the filling of the pipe and before the application of the specified test pressure, all air shall be expelled from the pipeline, if necessary, by means of taps at point of highest elevation, and, after completion of the test, the taps shall be tightly plugged, unless

otherwise specified. During the test, all exposed pipe, fittings, valves, hydrants, and couplings shall be carefully examined. Any joint at which the accumulated leakage exceeds the rate as specified in the following table shall be rejected. All cracked or defective elements shall be removed and replaced by the Contractor at his expense. The test shall then be repeated until the results are satisfactory to the Engineer.

**MECHANICAL PIPING - ALLOWABLE LEAKAGE PER TOTAL NUMBER OF FITTINGS
GPH**

$$L = \frac{SD\sqrt{P}}{7,400}$$

Where:

- L = allowable leakage, in gallons per hour
- N = Number of Joints
- D = nominal diameter of the pipe, in inches
- P = average test pressure during the leakage test, in pounds per square inch (gauge)

**DISTRIBUTION PIPING - ALLOWABLE LEAKAGE PER 1000 FEET OF PIPELINE*
GPH**

$$L = \frac{SD\sqrt{P}}{148,000}$$

Where:

- L = allowable leakage, in gallons per hour
- S = length of pipe tested, in feet
- D = nominal diameter of the pipe, in inches
- P = average test pressure during the leakage test, in pounds per square inch (gauge)

Table 1. Maximum Accumulated Leakage Rate Allowed per 1,000 feet of pipeline (gph)

Nominal Pipe Diameter (Inch)													
Pressure (psi)	2	3	4	6	8	10	12	14	16	18	24	30	36
350	0.25	0.38	0.51	0.76	1.01	1.26	1.52	1.77	2.02	2.28	3.03	3.79	4.55
325	0.24	0.37	0.49	0.73	0.97	1.22	1.46	1.71	1.95	2.19	2.92	3.65	4.39
300	0.23	0.35	0.47	0.70	0.94	1.17	1.40	1.64	1.87	2.11	2.81	3.51	4.21
275	0.22	0.34	0.45	0.67	0.90	1.12	1.34	1.57	1.79	2.02	2.69	3.36	4.03
250	0.21	0.32	0.43	0.64	0.85	1.07	1.28	1.50	1.71	1.92	2.56	3.21	3.85
225	0.20	0.30	0.41	0.61	0.81	1.01	1.22	1.42	1.62	1.82	2.43	3.04	3.65
200	0.19	0.29	0.38	0.57	0.76	0.96	1.15	1.34	1.53	1.72	2.29	2.87	3.44
175	0.18	0.27	0.36	0.54	0.72	0.89	1.07	1.25	1.43	1.61	2.15	2.68	3.22
150	0.17	0.25	0.33	0.50	0.66	0.83	0.99	1.16	1.32	1.49	1.99	2.48	2.98
125	0.15	0.23	0.30	0.45	0.60	0.76	0.91	1.06	1.21	1.36	1.81	2.27	2.72
100	0.14	0.20	0.27	0.41	0.54	0.68	0.81	0.95	1.08	1.22	1.62	2.03	2.43

*For pipe with 20-foot nominal lengths.

- C. **Overall Leakage.** No pipe installation will be accepted until or unless the leakage for the section of pipeline being tested is less than the rate of leakage specified in the above tables. In calculating leakage, the Engineer will allow for the number of joints added to the pipeline, owing to the use of pipe lengths shorter than the standard twenty (20) feet for PVC pipe, and the standard eighteen (18) feet for ductile iron pipe, for which the data in the above tables apply. If the leakage in any section of pipeline tested is greater than that permitted, the Contractor shall locate and repair the defective joints at his own expense until the leakage is within the permitted allowance.
- D. All locations with visible leakage shall be repaired to the satisfaction of the Engineer.

- END OF HYDROSTATIC TESTING OF PRESSURE PIPE -

[illegible]

The following table is a listing of the without-discrimination test as found in 10 of the 1019 guidelines, as the 100-hour Planning Fund (LPC) Project noted that the 100-hour candidates for W-107 and W-108, with a 100% on page 10-11 for W-108, which is the number of hours, which said minimums for special without-discrimination.

[illegible]

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TO WELLS

VICTORY ROAD

SANDY ROAD

PARKVIEW ROAD

CHERRY ROAD

POTTER ROAD

FOURTH ST

PROJECT SITE

CHERRY STREET

LOCATED IN SECTION 36, TOWNSHIP 1 SOUTH, RANGE 2 WEST, 9N

CANTON COUNTY PARK
 CANTON COUNTY PARKS & RECREATION
 6511 NOT AVE
 HILLS, CANTON COUNTY, ARIZONA
 PARKING NO. 92034-00000
 SECTION 36, TOWNSHIP 17, RANGE 2W
 N 43 20 25 E
 W 19 52 24 S

EXISTING CONDITION (NORAD) 200

PROPERTY LINE

EXISTING

EXISTING GRADE CONTOUR

PROPOSED GRADE CONTOUR

770

SS

SD

LD

UNDERGROUND POWER

CA

TELEPHONE

DRAINAGE SWALE

[illegible]

8. HIGH VOLTAGE EQUIPMENT SUCH AS CAPACITORS, TRANSFORMERS AND REACTORS, SHALL BE LOCATED AT LEAST 30 FEET FROM WATER FEATURES.

8. PROTECT DRIVE WAYS FROM CEMENT AND CURB/CUT DURING CONSTRUCTION, USE RUBER MATS OR BUILT FORDS, DO PROJECT STORM WATER POLLUTION PREVENTION PLAN AND REPORT (FORMS).

11. EXIST SERVICE PIPELINE SHALL BE RECONSTRUCTED AS PER OR
POLYETHYLENE PIPE ASTM D-3049, 81-11, CL 200, 30%
APPROX FOR THE NEW PROPOSED WATER MAINLINE PIPE

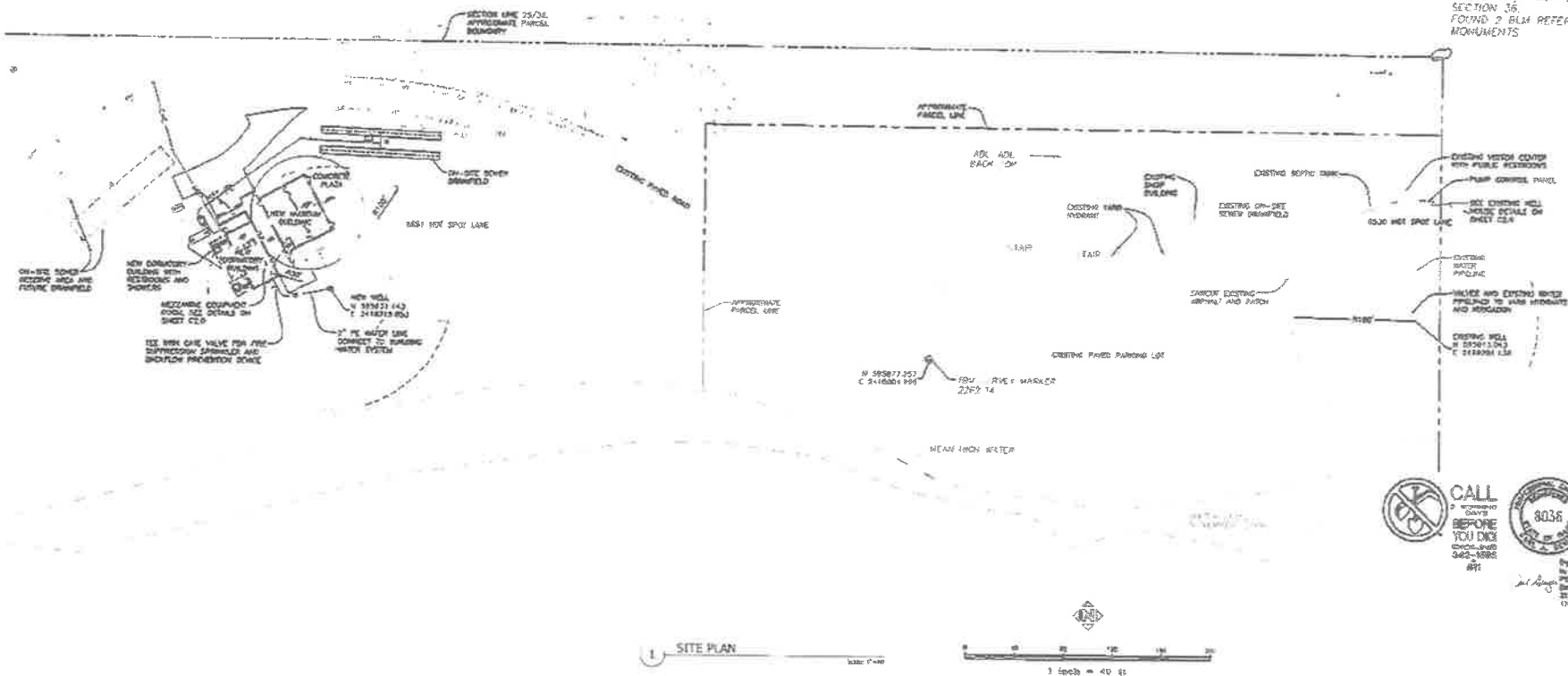
12. PORTABLE WATER PIPELINES SHALL BE SEPARATED FROM NON-PORTABLE PIPELINES BY AT LEAST 18" HORIZONTALLY WHERE

WHEN PIPELINE DE NON-PORABLE PIPELINE SHALL BE CONSTRUCTED WITH AT LEAST 18" CLEARANCE BELOW THE PORABLE PIPELINE AND SHALL CROSS AS CLOSE TO PERPENDICULAR AS POSSIBLE. IF 18" MINIMUM SEPARATION IS NOT PROVIDED THE NON-PORABLE PIPELINE SHALL BE

CONSTRUCTED WITH A SINGLE INSULATED PIPELINE OF WATER-
LUBE PVC SLIPPING MATERIAL FOR 10" IN BOTH DIRECTIONS
FROM THE PRESSURE. ALTERNATIVELY, THE NON-PRESSURE PIPELINE
CAN BE ENCASED IN A WATER-CARRIAGE PIPELINE FOR 10" IN BOTH
DIRECTIONS FROM THE PRESSURE.

14. THRUST BLOCK ALL PRESSURE PIPELINES AND FITTINGS FOR ISOPHC

FIND. STONE PER BLANKET:
SURVEY 41/4 CORNER
SECTION 36.
FOUND 2 BLM REFERENCE
MONUMENTS



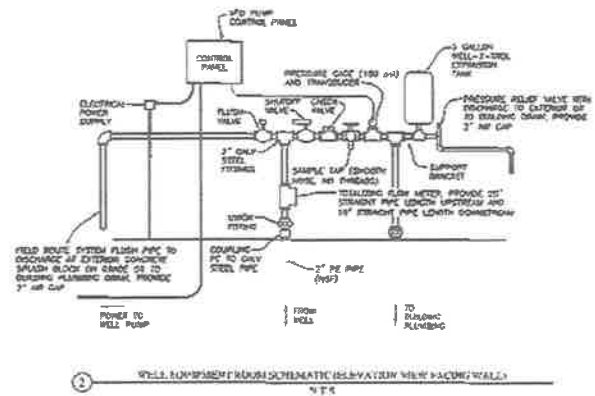
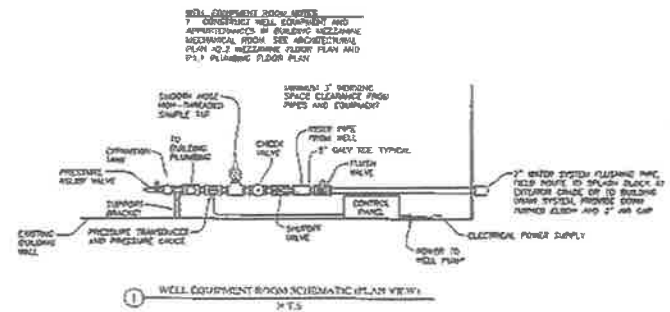
Focus Engineering
 For all your engineering needs, call 1-800-451-7862 or visit our website at www.focus-engineering.com.
 10000 N. 24th Avenue, Suite 200, Denver, CO 80239, USA

DATE	10/10/2020
TIME	10:10

Conservation Systems
 5000 S. 10th St.
 Canyon County, Idaho

WATER SYSTEM SITE PLAN

C1.0



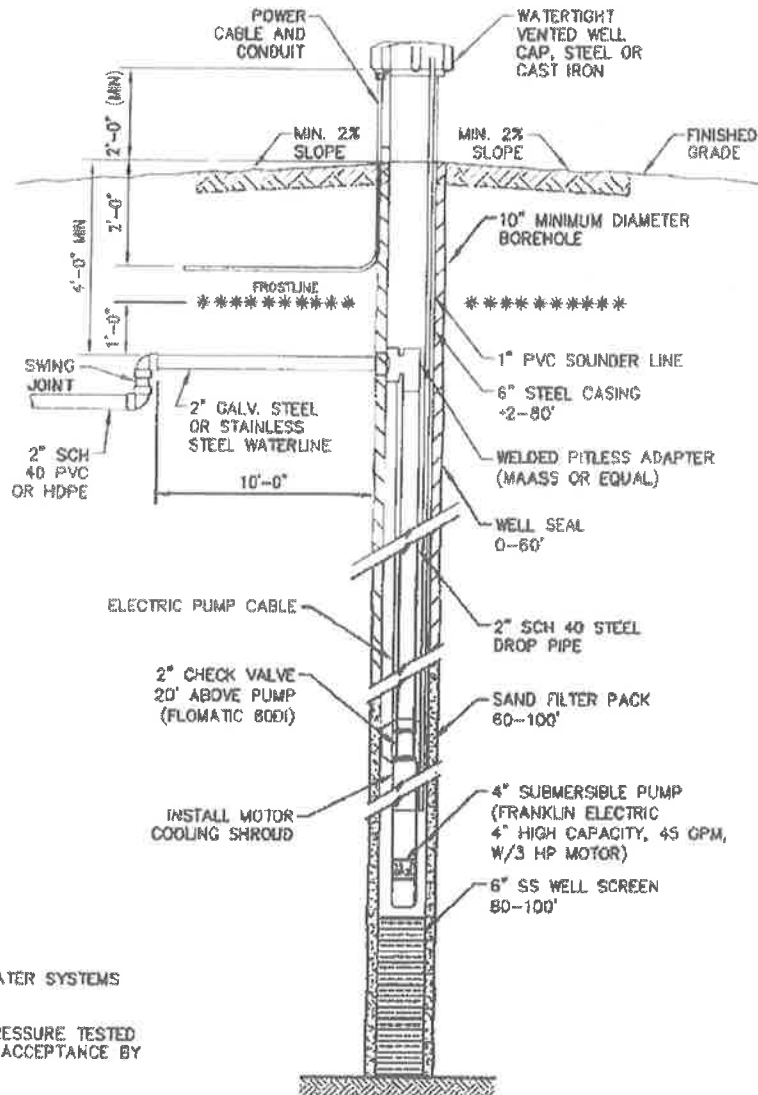
Focus Engineering
11400 E. 15th Avenue, Suite 100
Denver, CO 80231
303.751.1111
www.focuseng.com

PROJECT NO: 18-08-16
DATE: 10-08-16
DESIGN BY: CAG
REVISION:

Calibration Park Water System
8851 Hot Spot Lane
Canyon County, Idaho

WELL EQUIPMENT
DETAILS

C2.0



SUBMERSIBLE PUMP DETAIL 6
NOT TO SCALE



NOTES:

1. PITLESS ADAPTER SHALL BE WATER SYSTEMS COUNCIL APPROVED.
2. PITLESS ADAPTER SHALL BE PRESSURE TESTED USING DEQ CRITERIA PRIOR TO ACCEPTANCE BY OWNER.
3. THE ANNULAR SEAL AROUND THE CASING SHALL BE REPLACED FOLLOWING INSTALLATION.
4. PUMP SHALL BE SET AT APPROXIMATELY 63 FEET.
5. CHECK VALVE SHALL BE INSTALLED 20 FEET ABOVE PUMP.
6. MOTOR CABLES SHALL BE SIZED TO LIMIT VOLTAGE DROP TO LESS THAN 5%. ELECTRICAL CABLE SHALL BE FIRMLY ATTACHED TO THE DROP PIPE W/STAINLESS STEEL STRAPS AT EACH COUPLING.
7. 1" SOUNDER TUBE SHALL BE ATTACHED TO DROP PIPE WITH STAINLESS STEEL STRAPS EVERY 20 FEET. TERMINATE AT TOP OF PUMP.
8. GRADE AREA AROUND WELL TO DIVERT SURFACE WATER AWAY FROM WELL.
9. SUBMERSIBLE PUMP SHALL BE CAPABLE OF PUMPING 42 GPM AT A TOTAL DYNAMIC HEAD OF 200 FEET. THE WELL HAS NOT BEEN CONSTRUCTED OR TESTED. PUMP SELECTION IS PRELIMINARY AND MAY CHANGE BASED ON ACTUAL WELL CAPACITY.
10. NO WATER FACILITIES SHALL BE CONSTRUCTED PRIOR TO RECEIPT OF IDAHO DEPARTMENT OF ENVIRONMENTAL QUALITY (IDEQ) APPROVAL. THE CONTRACTOR SHALL KEEP A COPY OF IDEQ-STAMPED PLANS AND SPECIFICATIONS ON THE JOB SITE AT ALL TIMES.



SPF WATER
ENGINEERING

300 East Mallard Drive, Suite 350
Boise, Idaho 83706
Tel (208) 383-4140 Fax (208) 383-4156

C3-CANYON COUNTY CROSSROADS MUSEUM
PUBLIC WATER SUPPLY WELL PUMP-PRELIMINARY DESIGN

SCALE: NTS

DRAWN BY: EAM/DB

PROJECT # 1374.0010

Attachment 1

**BID SCHEDULE OF ITEMS AND PRICES
CANYON COUNTY CROSSROADS MUSEUM WELL PUMPING SYTEM**

The Bidder proposes the following schedule of prices for furnishing and installing piping, pump, electrical, and related equipment at the Crossroads Museum as necessary to construct a complete and functional well pumping system. The bidder is solely responsible for completing all spaces below. The bidder is responsible for the inclusion of all overhead, taxes, and profit costs within each item submitted.

Item	Description	Total Amount
1	Well variable speed drive, harmonic filtration, pressure transducer	\$ _____
2	Conduit and conductor from museum mechanical room to well	\$ _____
3	Mechanical piping, valves, flow meter, pressure tank, gauge, and sample tap	\$ _____
4	Buried piping, including approximately 10 feet of stainless steel waterline and approximately 90 feet of PE pipe	\$ _____
5	Installation of 4-inch submersible pump, motor, submersible pump cable, drop pipe (63 ft), sounding tube, well cap, and pitless adapter	\$ _____
6	Startup	\$ _____
	Total	\$ _____

Submitted by: _____
Signature

Title

Company

Address

Public Works Contractors License

Telephone Number

Date

BID SCHEDULE OF ITEMS AND PRICES
CROSSROADS MUSEUM (CANYON COUNTY) DRINKING WATER WELL

The Bidder proposes the following schedule of prices for drilling, construction, development, and testing of one public drinking water system supply well for Canyon County (the Owner) in accordance with the well specifications. The quantities of work or material stated in unit price items of the bid are supplied only to give an indication of the general scope of the work. Payment for materials and labor will be based on actual quantities furnished, installed, or constructed in accordance with the prices bid for unit price items. The bidder is solely responsible for completing all spaces below. The bidder is responsible for the inclusion of all overhead, taxes, and profit costs within each item submitted.

Item	Description	Estimated Quantity	Unit	Unit Price	Total Amount
1	Mobilization and demobilization	1	lump sum	\$ <u>2000</u>	\$ <u>2,000</u>
2	Drill min 10-inch borehole	100	linear foot	\$ <u>96</u>	\$ <u>9,600</u>
3	Furnish and install 6-inch I.D. steel casing	82	linear foot	\$ <u>20</u>	\$ <u>1,640</u>
4	Furnish and install 6-inch I.D. well screen	20	linear foot	\$ <u>100</u>	\$ <u>2,000</u>
5	Furnish and install sand filter pack	40	linear foot	\$ <u>50</u>	\$ <u>2,000</u>
6	Furnish and install annular well seal	60	linear foot	\$ <u>35</u>	\$ <u>2,100</u>
7	Well development	12	hours	\$ <u>250</u>	\$ <u>3,000</u>
8	Furnish, install, and remove test pump and related equipment	1	lump sum	\$ <u>2500</u>	\$ <u>2,500</u>
9	Test pumping	8	hours	\$ <u>150</u>	\$ <u>1,200</u>
10	Rig time	2	hours	\$ <u>250</u>	\$ <u>250</u>
Total				\$ <u>26,290</u>	

Submitted by: *Shamp Krugger*
Signature

Owner / President
Title

Down Right Drilling & Pump, Inc
Company

6005 Little Freezeout Rd. Caldwell, ID 83607
Address

637
Idaho Well Contractors License

208-454-3098
Telephone Number

Feb. 14, 2018
Date

★ Acknowledging Addendum No. 1 *AK*

**BID SCHEDULE OF ITEMS AND PRICES
CANYON COUNTY CROSSROADS MUSEUM WELL PUMPING SYTEM**

The Bidder proposes the following schedule of prices for furnishing and installing piping, pump, electrical, and related equipment at the Crossroads Museum as necessary to construct a complete and functional well pumping system. The bidder is solely responsible for completing all spaces below. The bidder is responsible for the inclusion of all overhead, taxes, and profit costs within each item submitted.

Item	Description	Total Amount
1	Well variable speed drive, harmonic filtration, pressure transducer	\$ <u>4620</u>
2	Conduit and conductor from museum mechanical room to well	\$ <u>1550</u>
3	Mechanical piping, valves, flow meter, pressure tank, gauge, and sample tap	\$ <u>5150</u>
4	Buried piping, including approximately 10 feet of stainless steel waterline and approximately 90 feet of PE pipe	\$ <u>1000</u>
5	Installation of 4-inch submersible pump, motor, submersible pump cable, drop pipe (63 ft), sounding tube, well cap, and pitless adapter	\$ <u>4720</u>
6	Startup	\$ <u>500</u>
	Total	\$ <u>17,540</u>

Submitted by: *Sam Kulp*
Signature

Owner / President
Title

Down Right Drilling & Pump, Inc
Company

6025 Little Freezeout Rd. Caldwell, ID 83607
Address

PWC-C-17070-B-4
Public Works Contractors License

208-454-3098
Telephone Number

Feb 14, 2018
Date

** Acknowledging Addendum No. 1* *SK*



**Addendum No. 1
To Contract Documents for
Celebration Park Museum Public Water System Project**



NOTICE TO BIDDERS:

You are hereby notified of the following clarification of, or revisions to, the drawings and specifications for the above referenced project. This Addendum No. 1 is hereby made a part of the project requirements and contract documents for the referenced project.

PLEASE BE SURE TO ACKNOWLEDGE THIS ADDENDUM ON YOUR BID FORM.

REVISIONS

The specified 3-hp pump cannot produce 42 gpm at 200 feet of head. Revise pump to a 5-hp, Franklin Electric high capacity 4-inch pump for purposes of bidding. Final pump selection will occur after the well is constructed and tested.

CLARIFICATIONS

The well site will be staked prior to Contractor mobilization. The well site has been approved by the Idaho Department of Environmental Quality.

There is 2-inch HDPE stubbed through the dorm floor to the exterior of the building. The Contractor will be responsible for interior piping downstream of this pipe stub and buried piping to the well location. The indoor piping shall be copper or stainless steel. The buried piping shall be HDPE.

All mechanical piping and equipment shall be installed on the upper floor of the dormitory. The Contractor shall terminate work with a valve on the discharge piping. A plumber will make the hot and cold water connections from the valve.

The Contractor will be required to install flush/pressure relief line from the mechanical piping to the exterior of the south side of the building. The line can be galvanized steel. The Contractor shall provide air gap and screened outlet. The motor cable for the well can be routed in conduit along the same route. The Contractor will be required to run motor cable to the well. There is a disconnect on the upper floor that can be used to power the well pump.

The Contractor shall install a 2-inch tee with valve on the buried piping between the well and building. The tee should be located near the well facing west, with the valve accessible in a valve box.

- End of Addendum No. 1 -

AIA Document A312™ – 2010

Performance Bond

Bond No. 811652P

CONTRACTOR:

(Name, legal status and address)

Down Right Drilling & Pump, Inc.
6025 Little Freezeout Road
Caldwell, ID. 83607

SURETY:

(Name, legal status and principal place
of business)

Indemnity Company of California
Five Centerpointe, Suite 530
Lake Oswego, OR. 97036

OWNER:

(Name, legal status and address)

Canyon County
1115 Albany Street
Caldwell, ID 83605

CONSTRUCTION CONTRACT

Date:

Amount: \$44,080.00

Description:

(Name and location)

Crossroads Museum New Well and Public Water System

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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

AIA Document A312-2010 combines two separate bonds, a Performance Bond and a Payment Bond, into one form. This is not a single combined Performance and Payment Bond.

BOND

Date: April 5, 2018

(Not earlier than Construction Contract Date)

Amount: \$44,080.00

Modifications to this Bond: ☒ None

☐ See Section 16

CONTRACTOR AS PRINCIPAL

Company: (Corporate Seal)
Down Right Drilling & Pump, Inc.

Signature:

Name

and Title:

(Any additional signatures appear on the last page of this Performance Bond.)

SURETY

Company: (Corporate Seal)
Indemnity Company of California

Signature:

Name

and Title:

Jennifer Grenrod, Attorney-In-Fact

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:

Allied Bonding
5605 Overland Rd.
Boise, ID 83705
Phone (208) 345-4177
Fax (208) 384-1677

OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party:)

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

§ 2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after

- .1** the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;
- .2** the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
- .3** the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

§ 4 Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

§ 5 When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

§ 5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

§ 5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

§ 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a 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 Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

§ 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

- .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, make payment to the Owner; or
- .2** Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

§ 6 If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven 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 Section 5.4, and the Owner refuses the payment 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.

§ 7 If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

- .1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
- .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 Section 5; and
- .3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

§ 8 If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.

§ 9 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction 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, successors and assigns.

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

§ 11 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 a declaration of 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.

§ 12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

§ 13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction 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. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 14 Definitions

§ 14.1 Balance of the Contract Price. The total amount payable by the Owner to the Contractor under the Construction 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 Construction Contract.

§ 14.2 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

§ 14.3 Contractor Default. Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

§ 14.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 14.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

§ 15 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 18 Modifications to this bond are as follows:

None

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

SURETY

Company:

(Corporate Seal)

Company:

(Corporate Seal)

Signature: _____

Name and Title: _____

Address _____

Signature: _____

Name and Title: _____

Address _____

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

PREMIUM IS FOR THE CONTRACT TERM
AND IS SUBJECT TO ADJUSTMENT
BASED ON FINAL CONTRACT PRICE

AIA Document A312™ – 2010

Payment Bond

Bond No. 811652P

CONTRACTOR:

(Name, legal status and address)

Down Right Drilling & Pump, Inc.
6025 Little Freezeout Road
Caldwell, ID. 83607

SURETY:

(Name, legal status and principal place
of business)

Indemnity Company of California
Five Centerpointe, Suite 530
Lake Oswego, OR. 97035

OWNER:

(Name, legal status and address)

Canyon County
1115 Albany Street
Caldwell, ID 83605

CONSTRUCTION CONTRACT

Date:

Amount: \$44,080.00

Description:

(Name and location)

Crossroads Museum New Well and Public Water System

This document has important legal
consequences. Consultation with
an attorney is encouraged with
respect to its completion or
modification.

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

AIA Document A312-2010
combines two separate bonds, a
Performance Bond and a
Payment Bond, into one form.
This is not a single combined
Performance and Payment Bond.

BOND

Date: April 5, 2018

(Not earlier than Construction Contract Date)

Amount: \$44,080.00

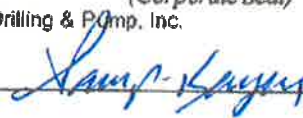
Modifications to this Bond: ☒ None ☐ See Section 18

CONTRACTOR AS PRINCIPAL

Company: (Corporate Seal)
Down Right Drilling & Pump, Inc.

SURETY

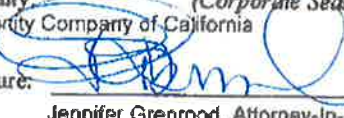
Company: (Corporate Seal)
Indemnity Company of California

Signature: 

Name

and Title:

(Any additional signatures appear on the last page of this Payment Bond.)

Signature: 

Name

and Title:

Jennifer Grenrood, Attorney-In-Fact

(FOR INFORMATION ONLY --- Name, address and telephone)

AGENT or BROKER:

Allied Bonding
5605 Overland Rd.
Boise, ID 83705
Phone (208) 345-4177
Fax (208) 384-1677

OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party:)

§ 1 The Contractor and 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 Construction Contract, which is incorporated herein by reference, subject to the following terms.

§ 2 If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Section 13) of claims, demands, liens or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety.

§ 4 When the Owner has satisfied the conditions in Section 3, the Surety shall promptly and at the Surety's expense defend, indemnify and hold harmless the Owner against a duly tendered claim, demand, lien or suit.

§ 5 The Surety's obligations to a Claimant under this Bond shall arise after the following:

§ 5.1 Claimants, who do not have a direct contract with the Contractor,

- .1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
- .2 have sent a Claim to the Surety (at the address described in Section 13).

§ 5.2 Claimants, who are employed by or have a direct contract with the Contractor, have sent a Claim to the Surety (at the address described in Section 13).

§ 6 If a notice of non-payment required by Section 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Section 5.1.1.

§ 7 When a Claimant has satisfied the conditions of Sections 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

§ 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

§ 7.2 Pay or arrange for payment of any undisputed amounts.

§ 7.3 The Surety's failure to discharge its obligations under Section 7.1 or Section 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Section 7.1 or Section 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

§ 8 The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Section 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

§ 9 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction 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 Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

§ 10 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.

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

§ 12 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Section 5.1.2 or 5.2, 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.

§ 13 Notice and Claims to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

§ 14 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction 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. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 15 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

§ 16 Definitions

§ 16.1 Claim. A written statement by the Claimant including at a minimum:

- .1 the name of the Claimant;
- .2 the name of the person for whom the labor was done, or materials or equipment furnished;
- .3 a copy of the agreement or purchase order pursuant to which labor, materials or equipment was furnished for use in the performance of the Construction Contract;
- .4 a brief description of the labor, materials or equipment furnished;
- .5 the date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
- .6 the total amount earned by the Claimant for labor, materials or equipment furnished as of the date of the Claim;
- .7 the total amount of previous payments received by the Claimant; and
- .8 the total amount due and unpaid to the Claimant for labor, materials or equipment furnished as of the date of the Claim.

§ 16.2 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 Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. 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 Construction 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.

§ 16.3 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

§ 16.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 16.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

§ 17 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 18 Modifications to this bond are as follows:

None

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

SURETY

Company:

(Corporate Seal)

Company:

(Corporate Seal)

Signature: _____

Name and Title: _____

Address _____

Signature: _____

Name and Title: _____

Address _____

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

**POWER OF ATTORNEY FOR
DEVELOPERS SURETY AND INDEMNITY COMPANY
INDEMNITY COMPANY OF CALIFORNIA
PO Box 19725, IRVINE, CA 92623 (949) 263-3300**

KNOW ALL BY THESE PRESENTS that except as expressly limited, DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA, do each hereby make, constitute and appoint:

Jennifer Grenrood, Karyl Richter, Arianna Slotemaker, jointly or severally

as their true and lawful Attorney(s)-in-Fact, to make, execute, deliver and acknowledge, for and on behalf of said corporations, as sureties, bonds, undertakings and contracts of suretyship giving and granting unto said Attorney(s)-in-Fact full power and authority to do and to perform every act necessary, requisite or proper to be done in connection therewith as each of said corporations could do, but reserving to each of said corporations full power of substitution and revocation, and all of the acts of said Attorney(s)-in-Fact, pursuant to these presents, are hereby ratified and confirmed.

This Power of Attorney is granted and is signed by facsimile under and by authority of the following resolutions adopted by the respective Boards of Directors of DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA, effective as of January 1st, 2008.

RESOLVED, that a combination of any two of the Chairman of the Board, the President, Executive Vice-President, Senior Vice-President or any Vice President of the corporations be, and that each of them hereby is, authorized to execute this Power of Attorney, qualifying the attorney(s) named in the Power of Attorney to execute, on behalf of the corporations, bonds, undertakings and contracts of suretyship; and that the Secretary or any Assistant Secretary of either of the corporations be, and each of them hereby is, authorized to attest the execution of any such Power of Attorney;

RESOLVED, FURTHER, that the signatures of such officers may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures shall be valid and binding upon the corporations when so affixed and in the future with respect to any bond, undertaking or contract of suretyship to which it is attached.

IN WITNESS WHEREOF, DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA have severally caused these presents to be signed by their respective officers and attested by their respective Secretary or Assistant Secretary this 6th day of February, 2017.

By: Daniel Young
Daniel Young, Senior Vice-President

By: Mark Lansdon
Mark Lansdon, Vice-President



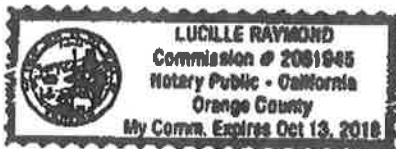
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Orange

On February 6, 2017 before me, _____
Date

Lucille Raymond, Notary Public
Here Insert Name and Title of the Officer

personally appeared _____
Name(s) of Signer(s)
Daniel Young and Mark Lansdon



Place Notary Seal Above

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

Lucille Raymond
Lucille Raymond, Notary Public

CERTIFICATE

The undersigned, as Secretary or Assistant Secretary of DEVELOPERS SURETY AND INDEMNITY COMPANY or INDEMNITY COMPANY OF CALIFORNIA, does hereby certify that the foregoing Power of Attorney remains in full force and has not been revoked and, furthermore, that the provisions of the resolutions of the respective Boards of Directors of said corporations set forth in the Power of Attorney are in force as of the date of this Certificate.

This Certificate is executed in the City of Irvine, California, this 5th day of April, 2018

By: Cassie J. Burrisford
Cassie J. Burrisford, Assistant Secretary





State of Idaho

DEPARTMENT OF WATER RESOURCES

322 East Front Street • P.O. Box 83720 • Boise, Idaho 83720-0098

Phone: (208) 287-4800 • Fax: (208) 287-6700 • Website: www.idwr.idaho.gov

BRAD LITTLE
Governor

GARY SPACKMAN
Director

August 06, 2019

CANYON COUNTY PARKS AND RECREATION
1115 ALBANY ST
CALDWELL ID 83605

REQUEST FOR EXTENSION OF TIME LETTER

RE: Permit No. 63-34359

Dear Permit Holder(s):

Enclosed is a copy of the approved request for extension of time submitted in connection with the above referenced permit which extends the proof due date to **July 01, 2022**.

The department has granted this extension pursuant to Section 42-218, Idaho Code. It is important that you work diligently toward the completion of the project during the development period allowed, according to Section 42-204, Idaho Code.

The extension is a PRELIMINARY ORDER issued by the Department pursuant to Rule 730 of the Department's Rules of Procedure (IDAPA 37.01.01). It can and will become a final order without further action by the Department unless a party petitions for reconsideration or files an exception and/or brief within fourteen (14) days of the service date as described in the enclosed information sheet.

Please be advised that Section 42-248, Idaho Code, requires you or the owner of this water right to maintain current ownership and address records on file with the department. Forms to file a change of ownership of a water right and/or a change in the address of the water right owner are available from any department office or at the department's website at www.idwr.idaho.gov.

If you have any questions concerning this permit, please contact the State Office of the Department located in Boise at (208) 287-4800.

Sincerely,

Darla Block
Technical Records Specialist

Enclosure(s)

c: SPF WATER ENGINEERING LLC

CERTIFICATE OF SERVICE

I hereby certify that on **August 12**, 2019 I mailed a true and correct copy, postage prepaid, of the foregoing PRELIMINARY ORDER (**APPROVED REQUEST FOR EXTENSION OF TIME**) to the person(s) listed below:

RE: Preliminary Order in the Matter of Permit No. **63-34359**

**CANYON COUNTY PARKS AND RECREATION
1115 ALBANY ST
CALDWELL ID 83605**

**SPF WATER ENGINEERING LLC
300 E MALLARD DR STE 350
BOISE ID 83706**



**Darla Block
Technical Records Specialist**

EXPLANATORY INFORMATION TO ACCOMPANY A PRELIMINARY ORDER

(To be used in connection with actions when a hearing was not held)

(Required by Rule of Procedure 730.02)

The accompanying order or approved document is a "Preliminary Order" issued by the department pursuant to section 67-5243, Idaho Code. **It can and will become a final order without further action of the Department of Water Resources ("department") unless a party petitions for reconsideration, files an exception and brief, or requests a hearing as further described below:**

PETITION FOR RECONSIDERATION

Any party may file a petition for reconsideration of a preliminary order with the department within fourteen (14) days of the service date of this order. **Note: the petition must be received by the department within this fourteen (14) day period.** The department will act on a petition for reconsideration within twenty-one (21) days of its receipt, or the petition will be considered denied by operation of law. See Section 67-5243(3) Idaho Code.

EXCEPTIONS AND BRIEFS

Within fourteen (14) days after: (a) the service date of a preliminary order, (b) the service date of a denial of a petition for reconsideration from this preliminary order, or (c) the failure within twenty-one (21) days to grant or deny a petition for reconsideration from this preliminary order, any party may in writing support or take exceptions to any part of a preliminary order and may file briefs in support of the party's position on any issue in the proceeding with the Director. Otherwise, this preliminary order will become a final order of the agency.

REQUEST FOR HEARING

Unless a right to a hearing before the Department or the Water Resource Board is otherwise provided by statute, any person aggrieved by any final decision, determination, order or action of the Director of the Department and who has not previously been afforded an opportunity for a hearing on the matter may request a hearing pursuant to section 42-1701A(3), Idaho Code. A written petition contesting the action of the Director and requesting a hearing shall be filed within fifteen (15) days after receipt of the denial or conditional approval.

ORAL ARGUMENT

If the Director grants a petition to review the preliminary order, the Director shall allow all parties an opportunity to file briefs in support of or taking exceptions to the preliminary order and may schedule oral argument in the matter before issuing a final order. If oral arguments are to be heard, the Director will within a reasonable time period notify each party of the place, date and hour for the argument of the case. Unless the Director orders otherwise, all oral arguments will be heard in Boise, Idaho.

CERTIFICATE OF SERVICE

All exceptions, briefs, requests for oral argument and any other matters filed with the Director in connection with the preliminary order shall be served on all other parties to the proceedings in accordance with IDAPA Rules 37.01.01302 and 37.01.01303 (Rules of Procedure 302 and 303).

FINAL ORDER

The Director will issue a final order within fifty-six (56) days of receipt of the written briefs, oral argument or response to briefs, whichever is later, unless waived by the parties or for good cause shown. The Director may remand the matter for further evidentiary hearings if further factual development of the record is necessary before issuing a final order. The department will serve a copy of the final order on all parties of record.

Section 67-5246(5), Idaho Code, provides as follows:

Unless a different date is stated in a final order, the order is effective fourteen (14) days after its service date if a party has not filed a petition for reconsideration. If a party has filed a petition for reconsideration with the agency head, the final order becomes effective when:

- (a) The petition for reconsideration is disposed of; or
- (b) The petition is deemed denied because the agency head did not dispose of the petition within twenty-one (21) days.

APPEAL OF FINAL ORDER TO DISTRICT COURT

Pursuant to sections 67-5270 and 67-5272, Idaho Code, if this preliminary order becomes final, any party aggrieved by the final order or orders previously issued in this case may appeal the final order and all previously issued orders in this case to district court by filing a petition in the district court of the county in which:

- i. A hearing was held,
- ii. The final agency action was taken,
- iii. The party seeking review of the order resides, or
- iv. The real property or personal property that was the subject of the agency action is located.

The appeal must be filed within twenty-eight (28) days of this preliminary order becoming final. See section 67-5273, Idaho Code. The filing of an appeal to district court does not itself stay the effectiveness or enforcement of the order under appeal.