TOWN OF NORTH CASTLE



Request for Sealed Bids

DRILLING SERVICES For Test Wells In The Bedrock Aquifer

Town of North Castle Water District No.4 15 Business Park Drive Armonk, NY 10504

914-273-1882-ext.55

Deadline for Submittal: March 20, 2018

Date of Distribution March 1, 2018

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SECTION A

NOTICE TO BIDDERS

Sealed proposals for performing the work herein described will be received by the Office of the Town Clerk, Town of North Castle, 15 Bedford Road, Armonk, New York 10504, on Tuesday March 20, 2018 until 11:00 A.M. E.S.T., and immediately thereafter the bids will be publicly opened and read aloud in the said office.

The work consists of the drilling and installation of a maximum of three bedrock test production wells located at 43 Old Post Road Armonk, NY, work is being performed for North Castle Water District No. 4 who has been granted permission by IBM Corporation to work on their property.

Complete specifications and bid forms may be obtained at the Office of the Town Clerk on or after Thursday March 1, 2018. And are also available at the following link: http://www.northcastleny.com/home/pages/bids-and-rfps-0

Bids shall be made on the Proposal Forms furnished with the Specifications and must be accompanied by a Bid Bond acceptable by the Town, or a certified cashier's check, drawn on a solvent bank, in the amount of not less than 5% of the total amount of the Bid. Checks shall be made payable to the Town of North Castle, New York, and are to be held by the Town as a guarantee for the proper execution and delivery of the Contract and bonds to secure the faithful performance thereof. In default of such execution and delivery of Contract and Bonds, the amount of the deposit represented by the check shall be forfeited to and retained by the Town of North Castle as liquidated damages.

Bids shall be enclosed in a sealed envelope bearing the name and address of the Bidder, addressed to Alison Simon, Town Clerk, 15 Bedford Road, Armonk, New York 10504 and endorsed "Installation of Bedrock test production wells for Water District No. 4", Town of North Castle, New York.

The Town of North Castle reserves the right to reject any and all bids, to waive any informality in any Bid, and to award the Contract to other than the lowest Bidder if deemed in the best interest of the Town to do so.

Dated: March 1, 2018	TOWN OF NORTH CASTLE
	BY
	Alison Simon, Town Clerk

SECTION B

INSTRUCTIONS TO BIDDERS

DOCUMENTS

Complete sets of bidding documents will be issued for bidding purposes as stated in the "Notice to Bidders". A complete set of documents consists of the following:

- A. A bound copy of Specifications
- B. Addenda (if any)

PROPOSALS

To be considered, Proposals on the forms included herein, must be in accordance with these Instructions to Bidders. All bids must be submitted on the prescribed forms which are included herein, such forms also being bound in the specifications as Section C. All blank spaces for bid prices must be filled in, in both words and figures, either typed or in ink.

Proposals that contain any omission, erasures, alterations, additions, or items not called for in itemized Proposal, or that contains irregularities of any kind, may constitute sufficient cause for rejection of the bid. In case of any discrepancy in the price or amount bid in the Proposal, the price, as expressed in words, shall govern. All bids must be submitted in sealed envelopes addressed to Alison Simon, Town Clerk, Town of North Castle, 15 Bedford Road, Armonk, New York 10504 and be clearly identified with: (1) Project Name, (2) Name of Bidder and Address. Proposals shall be signed with bidder's name typed or printed below signature. The Bidder's seal, if a corporation, shall be affixed under the Bidder's signature. Telephone, telegraphic or "faxed" bids will not be accepted.

If a separate set of proposal sheets is issued, they may be used with the understanding that all instructions and conditions of the contract documents are the same as if these pages were bound herein.

QUALIFICATIONS OF BIDDERS

It is the intent of the Town to execute a service agreement with a Contractor that can provide reliable, uninterrupted and environmentally sound service. The Contractor must possess the financial resources, experience, technical and management qualifications to meet the requirements of the Town throughout the term of this Agreement.

The Contractor is, therefore, required to complete the detailed "Statement of Bidders' Qualifications" and provide the required submission. Sufficient information should be provided for the Town to adequately evaluate the Contractor's ability to service the Town. Should insufficient space be available to fully address each request, additional information should be included by attachment.

The Owner may make such investigations as it deems necessary to determine the qualifications of the Bidder to perform the work, and the Bidder shall furnish information and data for this purpose as may be required. The Owner reserves the right to reject any bid if the evidence submitted by a Bidder, or the

investigation of such Bidder, fails to satisfy the Owner, that the Bidder is properly qualified to carry out the obligations of the Contract and/or able to complete the work contemplated therein within the time designated. Fraudulent statements shall cause rejections of Proposal and forfeiture of bid security.

CONDITIONS OF WORK

Each Bidder must familiarize themselves fully of the conditions relating to the construction and labor under which work will be performed. Failure to do so will not relieve a successful Bidder of their obligation to furnish all material and labor necessary to carry out the provisions of the Contract and to complete the work for the consideration set forth in the bid. Bidder's attention is directed to Paragraph 1 of the Bid Proposal, in which the Bidder certifies that it has examined the site.

The owner has acquired the necessary permits from both Westchester County Department of Health and also a wetlands permit from The Town of North Castle there are no DEC wetlands within the designated work areas. Bids shall include the complete costs of furnishing all materials, labor, equipment and transportation necessary to complete the work in accordance with the Contract Plans and Specifications and all other expenses incidental thereto. Local and State sales taxes shall not be included in the bid. Insofar as possible, any Contractor in the carrying out of the work must employ such methods or means as will not cause any interruption of or interference with the work of any other Contractor, or of the proper functioning of the existing facilities of adjacent or contingent properties.

ADDENDA AND INTERPRETATION

There will be a site walk (43 Old Post Rd. intersection of Rt22 & Old Rt22) with the consultant on Thursday, March 8, 2018 at 10:00 am. Every request for information or interpretation of Bidding Documents must be addressed in writing to Karen Destefanis, WSP USA, Inc., 4 Research Drive Suite 204, Shelton, Connecticut 06484, to be given any consideration must be received at least five (5) days prior to the date fixed for the opening of bids. Any and all such interpretations, and any supplemental instructions, will be in the form of written Addenda and will be mailed to all prospective Bidders. The failure of any Bidder to receive any such Addenda will not relieve the Bidder of any obligation under the Bid as submitted. The receipt of any Addenda shall be noted on the "Bid Form".

BID SECURITY

Each Bidder is required to deposit at the time of submission of their bid, a Bid Bond or certified check in an amount representing five (5%) per cent of the bid payable to the Owner, which amount the bidder agrees is to be forfeited as liquidated damages and not as a penalty, if in case of award of the contact and thereafter fail to execute a Contract with the Owner under the conditions of this Proposal or to furnish the bonds required for the faithful performance of this contract. Bidders who submit certified checks must accompany them with a Consent of Surety from a recognized Bonding Company agreeing to supply a Performance Bond and Labor and Materials Bond if the contract is awarded to the Bidder.

Such bid security will be returned to all except the three lowest Bidders within ten (10) working days after the formal opening of bids, and the remaining bid security will be returned to the other Bidders after the Owner and the accepted Bidder have executed a Contract. In the event that no Contract has been executed within seventy five (75) calendar days after the date of the opening of bids; upon the demand of the Bidder so long as the Bidder has not been notified of the acceptance of the bid, the

bidder's bid security will be returned. The Bid Security of the successful Bidder will be retained until the signing of the Agreement and the filing and approval of the bonds and insurance certificates.

INSURANCE REQUIRED

The successful Bidder will be required to procure and provide insurance certificates for the following types of insurance, in accordance with the provisions listed in Section I: only those un-stricken apply to this bid.

- A. Workmen's Compensation
- B. N.Y.S. Disability
- C. Commercial General Liability Policy
- D. Comprehensive Automobile Policy
- E. Umbrella Liability
- F. Professional Liability
- G. Owners & Contractors Protective Liability Policy
- H. Bid Performance and Labor & Material Bonds
- I. Property Insurance
- J. Asbestos/Lead Abatement and Environmental Clean-up

SECURITY FOR FAITHFUL PERFORMANCE

The Contractor shall, prior to execution of the contract, submit an executed Performance Bond in an amount equal to (Refer to Section C - BID for amount) of the accepted bid for the service provided, as security for the faithful performance of the terms, covenants and conditions of the contract. The amount of the accepted bid for bonding purposes shall equal the cost for rehabilitating an existing overburden supply well as outlined in the specification section.

The Bond shall be prepared as specified in Section E, Performance Bond and Labor and Material Bond, and shall have as Surety thereon such Surety Company or companies as are acceptable to the Owner and are authorized to transact business in the State of New York.

FORM OF AGREEMENT

The form of the agreement is included in these documents in SECTION D.

AWARD

The Contract will be awarded to the lowest responsible bidder pursuant to the provisions of the General Municipal Law. The Town Board reserves the right to determine responsibility based on an evaluation of the Contractor's qualifications, experience, organization, finances, past performances, and other applicable factors. The Town Board further reserves the right to reject any and all bids.

In evaluating the bids, the Owner shall consider the qualifications of the bidders, whether or not the bids comply with the prescribed requirements, and alternatives and unit prices if requested in the Bid Form. Owner shall evaluate the qualifications and experience of the bidder, subcontractors, and partners as presented herein and shall conduct such investigations as he deems necessary to assist in the evaluation of any bid and to establish the responsibility, qualifications and financial ability of the bidders, to perform the service in accordance with the Contract Documents. Any additional input from the Owner's ground-water consultant who prepared the specifications will be considered. The contract shall be

awarded to the lowest bidder whose evaluation by the Owner indicates to the Owner that the award will be in the best interest of the Town.

OWNER

The Town of North Castle Water District No. 4, Westchester County, New York.

SALES TAX EXEMPTION

Under Chapter 513 of the Laws of the New York 1974, all materials and supplies sold to a Contractor and which are to become an integral, component part of a structure, building or real property owned by an exempt organization such as the Town of North Castle, are exempt from the payment of New York State Sales or compensatory use taxes. Therefore, the Contractor should not include any amount in its bid price to cover sales taxes for the above items.

REQUIRED SUBMISSIONS

Prior to award, the successful bidder will be required to meet the following requirements:

- A. The successful bidder, if the business is not registered in New York State, must provide the Town with a certificate issued by the Secretary of State of New York stating that the Corporation is authorized to do business within the state and is presently in good standing. If the entity to whom the bid is awarded is not a corporation, it would be required that the entity's certificate of doing business, which should be on file in the County Clerk's Office, be provided. (This would also hold true in the case of joint ventures which would be required to disclose the underlying entities which make up the joint venture and supply the requisite certificate of doing business for each entity.)
- B. A statement by the successful bidder that no officer, director or stockholder (if less than 10 stockholders) of the successful bidder is an officer or employee of the town or is a relative of any such Town Official or employee. If such officer, director or stockholder does exist, their names and relationship shall be disclosed to the Town.

SECTION C

BID PROPOSAL

INSTALLATION OF BEDROCK TEST PRODUCTION WELLS WATER DISTRICT NO. 4 TOWN OF NORTH CASTLE WESTCHESTER COUNTY, NEW YORK

To:	Bid Submitted By:
Alison Simon, Town Clerk	
Town of North Castle	(Name)
15 Bedford Road	
Armonk, New York 10504	
	(Address)
	(Telephone Number)

- 1. I/We do hereby declare that I/We have carefully examined the Notice to Bidder, the Drawings, and the Specifications relating to the above entitled matter and the work, and have also examined the site.
- 2. I/We do hereby offer and agree to furnish all materials, to fully and faithfully construct, perform and execute all work in the above titled matter in accordance with the Drawings, and Specifications relating thereto, and to furnish all labor, tools, implements, models, forms, transportation and materials necessary and proper for the purpose for the price/prices as given on the bid forms.
- 3. I/We do hereby declare that the prices so stated cover all expenses of every kind incidental to the completion of said work, and the contract therefore, including all claims that may arise through damages or any other cause whatsoever.
- 4. I/We do hereby agree that I/We will execute a contract therefore, containing all the terms, conditions, provisions and covenants necessary to complete the work according to the Drawings and Specifications therefore within 10 business days after the award of the contract and if I/We fail to execute said Contract within said period of time, that the Town board shall have the power to rescind said award and also that the said Board shall retain the proceeds of the certified check, or require the payment of the sum of the bid bond.
- 5. I/We do declare and agree I/We will commence the work within ten days after the contract execution and will complete the work fully and in every respect including approval by the Town of North Castle Water Department on or before the time specified in said contract and do authorize the said Board, in case of failure to complete the work within such specified time to employ such men, equipment and materials as may be necessary for the proper completion of said work and to deduct the cost thereof from the amount due under the contract. The Contract execution will serve as the official notification to commence work.

- 6. I/We agree that the Town of North Castle reserves the right to select any one, combination of, or all the Bid items in this proposal for the Contractor to complete without affecting any of the Bid prices.
- 7. I/We hereby affirm that by submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under the penalty of perjury, that to the best of their knowledge and belief:
 - (a) The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
 - (b) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and
 - (c) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not submit a bid for the purpose of restricting competition.
 - (d) No member of the Town Board or any officer or employee of the Town of North Castle, New York, or person whose salary is payable in whole or in part from the said Town Treasury is, shall be or become interested, directly, as a contracting party, partner, stockholder, surety or otherwise, in this bid, or in the performance of the contract, or in the supplies, materials or equipment and work of labor to which it relates, or in any portion of the profits thereof.
- 8. I/We do hereby further agree that this proposal is a firm bid and shall remain in effect for a period of at least seventy five (75) calendar days from the date of the opening of bids, and that with said period of seventy five (75) days, the Town will accept or reject this proposal, or this period may be extended by mutual agreement.
- 9. I/We do hereby declare that, if this is a corporate bid, I have been duly authorized to act as the signatory on this proposal in behalf of this corporation.
- 10. I/We hereby affirm, under penalty of perjury, the truth of all statements in this proposal.
- 11. I/We hereby agree that I/We accept the unit prices on the following pages, for the various items of work.
- 12. I/We hereby agree that I/We shall make no claim on account of any variation of the estimated quantities of work to be done, whether the actual quantities are greater, smaller or completely deleted. A change in the quantity of any item shall not be regarded as sufficient ground for a change in the price of that item.

(Legal Name of Bidder	, Partner or Corporate C	Officer)	
By:		Date	:
By:(Authori	zed Signature)		
			Corporate Seal (if incorporated)
Bidder acknowledges re	eceipt of Addenda as fo	ollows:	
	Signature		
	Signature		
	Signature		

BID

Individual	Office I	Held
	Of	
Company Name	,Address	
TEST WELLS & ONI	NSTALLATION OF A MAXIMUM O E 72-HOUR TESTING (TEST OF BE	
TEST WELLS & ONI		
	E 72-HOUR TESTING (TEST OF BE	

Total Bid Cost should include: Drilling and installation of a maximum of three (3) bedrock test production wells located at the undeveloped IBM property located at the intersection of Old Post Road and Route 22 in Armonk, New York. The total bid cost submitted above reflects the cost per test well (as outlined below) **multiplied by** a maximum of **three** (3) test wells. *This bid also includes a contingency of 100 extra feet of drilling per well and 20 feet of a 12-inch diameter outer casing that may be requested during the drilling activities, based on field observations*. The total bid cost submitted above reflects the cost to yield test only **one** (1) well (the best well of the three test wells). Following drilling, the best well will be subject to a short duration (4-hour) and long term (72-hour) yield test. Note that because of the access agreement between IBM and the Town, all work must be completed on or before May 31, 2018. All labor on this project must reflect Prevailing Wage Scales.

Said price shall include:

- 1. Mobilization/Demobilization.
- 2. Sediment and Erosion Controls.
- 3. Access way to test well locations (including clearing of small shrubs/vegetation).
- 4. Mats or plywood to assist in the movement of the drill rig if wet conditions are encountered.
- 5. Drill test bedrock well and complete as specified.
- 6. Develop well (assume 2 hours)
- 7. Perform 4 hour and 72 hour yield tests as specified.
- 8. Processing of well completion forms with regulatory agencies.
- 9. Performance Bond At the time of contract signing, a performance bond in a form acceptable to the Town Attorney will be required.
- 10. Required Insurance

The amount will be calculated as follows:

Mobilization/Demobilization	lump sum	\$
Sediment and Erosion Controls	lump sum	\$
Access way to test well locations	lump sum	\$
Mats or plywood if required by wet conditions	lump sum	\$

<u>Test Well (includes drill cutting collection pit) – per well</u> Installation 12-inch casing (assume 20 feet) as needed per foot

D:11: r o :1. 1	casing (assume 100 feet)	per foot	\$	
0	porehole (assume 600 feet)	per foot	\$	
C	porehole (100 foot contingency)	per foot	\$	
	ement/bentonite grout	per foot	\$	
Welded well cap		each	\$	
8-inch Driveshoe		each	\$	
Well development	(assume 2 hours)	per hour	\$	
Pumping Test of	One Test Well			
Provide and install	temporary pump	lump sum	\$	
Provide and install	temporary discharge line	lump sum	\$	
Provide full covera	age during 4-hr step test	per hour	\$	
	age during 72-hr pumping test	per hour	\$	
Provide generator		lump sum	\$	
The price quoted	above is valid for the period from	n		
D		Date:		
ву:				
-				
-		_ Secretary of Corpo		
The following is a		_ Secretary of Corporation Corporation erformed work of so	oration orate Seal	ude,
The following is a	a list of places where we have pences (beginning with the most rea	_ Secretary of Corporation Corporation Erformed work of so	oration orate Seal	ude,

C-5

Nome	Ti41a	
Name	Title	Address
Signature of Bidder:		
_		
U.S. Treasury No.:		
Business Address:		
Place of Residence:		
riace of Residence.		
Date:		
DIDDED DV		
BIDDER BY		
(D' , IN , CD ,		
Printed Name of Partner or	Corporate Officer)	
(Corporate Seal)		
Signatur	e	Date
Secretary of Corpo	orate Bidder	

The full names and places of residence of all persons and parties interested as principals in the foregoing

STATEMENT OF BIDDER'S QUALIFICATIONS

It is the intent of the Town to execute an agreement with a Contractor that can provide reliable, uninterrupted, and environmentally sound service. The Contractor must possess the licenses, financial resources, experience, technical and management qualifications, equipment, vehicles, and manpower and facilities necessary to assure that the requirements of the Town will be met throughout the term of this Agreement.

The Contractor is, therefore, required to provide the following information with regard to its company and organization. Sufficient information should be provided to the Town to adequately evaluate the

Contractor's ability to service the Town. Should sufficient space be available to fully address each request, additional information should be included by attachment herein.

COMPANY INFORMATION

idder:
ddress:
elephone: Fax:
ontact:Type of Organization:
ame of Parent Company, if applicable:
ame of Affiliate Companies, if applicable:
entity of Joint Venture Partners, if any:
rief history of Bidder(s) involved in the Proposal (attach additional sheets if necessary):
as Bidder ever failed to complete any contract awarded to it?:
so, state name of owner, reason therefore and bonding company:
as any officer of partner of Bidder ever failed to complete a contract handled in his/her name
so, state name of individual, name of owner, reason therefore, and bonding company:
as any facility that you operated been the subject of administrative or judicial action for alleged olation of environmental or public health laws or regulations. If so, state the details and disposition:

FINANCIAL INFORMATION

Financial Statement:

	*	statement for the most recently completed fiscal year. ed Public Accountant according to accepted accounting
Bank References: Bank	Address	Name & Telephone Number of Contact Person
Surety: Bidder shall provide provided guarantees un		elephone number and contact person for the surety firm
Financial References:		

The TOTAL BID shall be the total cost of replacement as specified. It is stated here only as a convenience for comparison of bids. If there are any errors in addition or multiplication, the unit prices for each item shall govern, and the bid comparison will be made on the basis of correct arithmetic applied to these unit prices. In case of a discrepancy between the total unit prices in words and the unit price in numbers, the total of unit prices in words shall govern.

The estimated quantities are not guaranteed, and are only for bid comparison purposes. The final payment will be made based on the <u>actual</u> quantities regardless of the estimated quantities contained herein.

STATEMENT OF NON-COLLUSION

(To be completed by Each Bidder)

In accordance with Section 103(d) General Municipal Law, effective September 1, 1966, every bid or proposal hereafter made to a political subdivision of the State or any public department, agency, or official thereof or to a fire district or any agency or official thereof for work or services performed or to be performed or goods sold or to be sold, shall contain the following statement subscribed to by the bidder and affirmed by such bidder as true under the penalties of perjury; non-collusive bidding certification.

- A. By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief:
 - (1) The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or any competitor.
 - (2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor.
 - (3) No attempt has been made or will be made by the bidder to induce any other person, partnership, or corporation to submit or not to submit a bid for the purpose of restricting competition.
- B. The person signing this bid or proposal certifies that they have fully informed themselves regarding the accuracy of the statements contained in this certification, and under the statements contained in this certification, and under the penalties of perjury, affirms the truth thereof, such penalties being applicable to the bidder, as well as the person signing in its behalf.
- C. That attached hereto (if a corporate bidder) is a certified copy of resolution authorizing the execution of this certificate by the signator of this bid or proposal in behalf of the corporate bidder.

RESOLUTION

Resolved that	be
(Name of Corporation)	
authorized to sign and submit the bid or proposal of this Corporation for bedrock test production wells for the North Castle Water District No. Armonk, New York in the Town of North Castle	<u> </u>
and to include in such bid or proposal the STATEMENT OF NON COLI 103(d) of the General Municipal Law as the act and deed of such corpo or mis-statements in such certificate this corporate bidder shall be liable to	ration, and for any inaccuracies
The foregoing is a true and correct copy of the resolution adopted by the	
Corporation at a meeting of the Board of Directors held on the	
day of, 2018.	
(SEAL OF THE CORPORATION) Secretar	··y

OFFER OF SURETY

(To be completed by Each Bidder)

In the event the above Proposal is accepted and the undersigned is awarded the Contract for the work, the undersigned offers as surety for faithful performance, bond and/or bonds to protect labor men and material, the following surety:

Sig	
	gned
	(Bidder)
CERTIFICATE OF SURETY is to be signed Surety Company.	by a duly authorized official, agent or attorney of the
In the event that the above Proposal is accepted	and the contract for the work is awarded to
said	
(Bi	idder's Name)
the(Surety)	
(Surety)	(Company)
will execute the Surety Bonds as herein before p	provided.
Signed:	
(Authorized Official, Attor	rney or Agent)
Date:	

Important: This page must be filled out when certified check is submitted in lieu of bid bond, or bid may be rejected

SECTION D

AGREEMENT

(Upon award)

FOR

INSTALLATION OF BEDROCK TEST PRODUCTION WELLS WATER DISTRICT NO. 4 TOWN OF NORTH CASTLE WESTCHESTER COUNTY, NEW YORK

THIS AGREEMENT m			* (a	Corporation	organized	and existing
under the laws of th	e State of		(a) * (a n indivi	partnersh dual t	nip consisting crading as
)]	hereinafter ca	lled the	"Contractor"	and the T	'own of North
Castle, New York hereina	after called the "Ow	ner".				
* Strike out the two terms	not applicable.					
WITNESSETH, that the of follows:	Contractor and the	Owner for the	conside	rations stated	herein mu	tually agree as
Article 1. Statement of W materials, samples, machi transportation services an completion of this Contra including all Addenda the production wells located a	inery, tools, appurted d perform and come to in strict accordant dereto For the drilling	enances, equipuplete all work nce with the hog and installat	oment an and requereinafte	d services, in uired supplem or referenced maximum of	cluding utinental work Contract D three bedro	lity and k for the ocuments ock test
Article 2. The Contract F in current funds, for the to the respective items of wo GENERAL CONDITION each month.	otal quantities of woork completed subje	ork performed ect to addition	l at the st is and de	tated prices st ductions as p	ipulated in rovided in	the Bid for the
Article 3. Contract Docu attachments and exhibits)		ct Documents	shall co	nsist of the fo	ollowing (ii	acluding their
a. This Agree	ment	f.	Technic	cal Specificat	ions	
b. Addenda (i		g.		l Conditions	10115	
c. Notice to B	• /	h.		nt, Performan	ce Bonds	
	s to Bidders	i.	•	arantee Bond		
	y of Bid, with	j.		cates of Insura		
	ents required	j. k.		ent of non-co		

for the bidding

This Agreement, together with other Documents enumerated in this Article 3, which said other Documents are as fully a part of the Contract as if hereto attached or herein repeated, forms the Contract between the parties hereto. In the event that any provision in any component part of this Contract conflicts with any provision of any other component the part first enumerated in this Article 3 shall govern, except as otherwise specifically stated.

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed in three (3) original copies on the day and year first above written.

ATTEST:				
	(Contractor)			
	BY	Date:		
	Title			
ATTEST:				
		(Owner)		
	BY	Date:		
	Title			
STATE OF NEW YORK				
COUNTY OF WESTCHESTER	SS.:			
On the day of _		2018, before me personally came		
1	to me kno	own, who, being by me duly sworn, did depose and say that		
he resides at		that he is the		
		of the corporation described in and which executed the		
foregoing instrument; that he know	s the sea	l of said corporation; that the seal affixed to said instrument		
is such corporate seal; that is was s	o affixed	by order of the Board of Directors of said corporation; and		
that he signed his name thereto by	like orde	r.		
		NOTARY PUBLIC		

STATE OF NEW YOR	₹K	
	SS.:	
COUNTY OF WESTC	HESTER	
On the	day of	2018, before me personally came
Michael J. Schiliro to r	ne known, who, being by me	duly sworn, did depose and say that he maintains an
office at 15 Bedford R	oad, Armonk, New York; tha	t he is the Supervisor of the Town of North Castle
the municipal corporat	ion described in and which ex	secuted the foregoing instrument; that he knows the
seal of said corporatio	n; that the seal affixed to sai	d instrument is such corporate seal; that is was so
affixed by order of the	Town Board of the said corp	oration; and that he signed his name thereto by like
order.		
		NOTARY PUBLIC

SECTION E

PERFORMANCE BOND

(Performance Bond and Labor and Materials Bond is required upon award)

SECTION F

GENERAL RELEASE

(To Be Submitted With Requisition for Final Payment)

KNOW ALL MEN BY	THESE PRESI	EN 15, that		for
			(Contractor)	
and in consideration of t	the sum of			lawful
money of the United Sta	ites of America	, to it in hand paid by		
	(Owner/C	Contracting Agency)		
			, and by these presents do	for its successor
and assigns remise, relea	ase, quit-claim,	, and forever discharge	e the said	, and
	(Owner/C	Contracting Agency)		, und
caused and causes of act bills, specialties, covena	tion, suits, debt ents, contract, c	s, dues, sum and sums ontroversies, agreeme	y and all manner of actions of money, accounts, reck ents, promises, variances, to I demands whatsoever in l	onings, bonds, respasses,
	(Owner/C	Contracting Agency)		,
reason of any matter, car of these presents rising of	use or thing whout of the const	natsoever, from the beg truction, in accordance	ter can, shall, or may have ginning of the world to the with contract entered into, any admittance	e day of the date between parties
IN WITNESS WHERE	OF, the undersi	gned Corporation has	caused this agreement to	be signed by its
	and its	s Corporation seal to b	be hereto affixed and duly	attested by its
	this	day of	2018.	

SECTION G

PREVAILING WAGE RATES

The Contractor is hereby bound to pay all labor on this project at rates no less than the Prevailing Wage Scales, as prepared by the New York State Labor Department.

Contractor shall agree that every mechanic, laborer and workman employed by the Contractor or any subcontractor or any other person about or upon the work contemplated by the service agreement shall be paid not less than the prevailing rate of wages, and provided not less than the prevailing supplements, as provided for by Section 220 of the New York State Labor Law, as amended from time to time. The contractor shall acquire a schedule of such wage rates as provided by the New York State Department of Labor.

The Contractor, and his subcontractors, shall post in a prominent accessible place on the site of the work a legible statement of all wage rates and supplements as specified in the service agreement to be paid or provided for the various classes of mechanics, workmen or laborers employed for the work contemplated by the service agreement, and showing all authorized deductions, if any, from unpaid wages actually earned.

The Contractor and each subcontractor or other person doing or contracting to do the whole or any part of the work contemplated by the service agreement shall pay each and every one of his employees engaged in such work or any part thereof the full and proper wage without any deduction or kickback whatever, excepting such deductions as are made mandatory by law. Payment to each and every employee shall be made not less often than once per week and shall be made in cash, unless payment by check is authorized by certificate of the Commissioner of Labor of the State of New York as provided by law.

SECTION H

COMPLIANCE WITH THE LABOR LAW AND OTHER DEPARTMENT OF LABOR REGULATIONS

The Contractor shall comply with the applicable provisions of the "Labor Law" as amended, of the State of New York. This Contract shall be void unless applicable sections of said Labor Law are complied with.

Each and every provision of law and clause required by law to be part of this Contract shall be deemed to be included herein and this Contract shall be read and enforced as though it were included herein, and, if through mere mistake or otherwise any such provision is not included, then upon the application of either party hereto, the Contract shall forthwith be physically amended to make such inclusion.

Specifically, Section 220(e), of the Labor Law, as so amended, prohibits in contracts, discrimination on account of race, creed, color, or national origin in employment of citizens upon public works.

There may be deducted from the amount payable to the Contractor by the Owner under this Contract a Penalty of five (\$5.00) dollars for each person for each calendar day during which such person was discriminated against or intimidated in violation of Section 220(e); provided, that for a second or any subsequent violation of the provisions of said paragraph, this Contract may be canceled or terminated by the Owner and all monies due or to become due hereunder may be forfeited.

SECTION I

INSURANCE

Prior to commencement of any work under this Contract and until completion and final acceptance of the work, the Contractor/Provider shall, at its sole expense, maintain the following insurance on its own behalf, and furnish to the Town of North Castle certificates of insurance evidencing same and reflecting the effective date of such coverage as follows:

The term "Contractor/Provider" as used in this indemnification agreement shall mean and include Subcontractors of every tier.

- 1) Worker's Compensation and Employers Liability Policy, covering operations in New York State. Where applicable, U.S. Longshore and Harbor Workers Compensation Act Endorsement and Maritime Coverage Endorsement shall be attached to the policy. Evidence must be provided on a C-105.2. Waiver of Subrogation to be included
- 2) <u>N.Y.S. Disability</u>, covering all employees. DB 120.1 must be provided.
- 3) <u>Commercial General Liability Policy</u>, with limits of no less than \$1,000,000 Each Occurrence/\$2,000,000 Aggregate limits for Bodily Injury and Property Damage, and shall include coverage for:
 - A. Premises & Operations
 - B. Products/Completed Operations;
 - C. Independent Contractors;
 - D. Personal & Advertising Injury
 - E. Blanket Contractual Liability
 - F. XCU
 - G. Town of North Castle and their assigns, officers, employees, representatives and agents should be named as an "Additional Insured" on the policy using ISO Additional Insured Endorsement CG 20 10 11/85 or an endorsement providing equivalent or broader coverage and shall apply on a primary and noncontributory basis, including any self-insured retentions. The Certificate of Insurance should show this applies to the General Liability coverage on the certificate, and Additional Insured Endorsement shall be attached.
 - H. To the extent permitted by New York law, the Contractor/Provider waives all rights of subrogation or similar rights against Town of North Castle, assigns, officers, employees, representatives and agents.
 - I. General Aggregate shall apply separately to each project (must be on an occurrence form).
 - J. Cross Liability coverage (Commercial General Liability and Business Automobile Liability policies only).

- 4) <u>Comprehensive Automobile Policy</u>, with limits no less than \$1,000,000 Bodily Injury and Property Damage liability including coverage for owned, non-owned, and hire private passenger and commercial vehicles.
 - A. Town of North Castle and their assigns, officers, employees, representatives and agents should be named as an "Additional Insured" on the policy. The Certificate of Insurance should show this applies to the Automobile Liability coverage on the certificate, and Additional Insured Endorsement shall be attached.
 - B. To the extent permitted by New York law, the Contractor/Provider waives all rights of subrogation or similar rights against Town of North Castle, assigns, officers, employees, representatives and agents.
 - C. If applicable, policy should be specifically endorsed to cover snow plow operations.
- 5) <u>Umbrella Liability</u>, with limits of no less than \$3,000,000 Each Occurrence/\$3,000,000 Aggregate, including coverage for General Liability, Automobile, Workers Compensation and Professional Liability (if applicable).
- 6) <u>Bid, Performance and Labor & Material Bonds</u>, if required in the specifications, these bonds shall be provided by a New York State admitted surety company, in good standing.
- 7) <u>Certificates</u> shall provide that thirty (30) days written notice prior to cancellation or expiration be given to the Town of North Castle. Policies that lapse and/or expire during term of work shall be recertified and received by the Town of North Castle no less than thirty (30) days prior to expiration or cancellation.

The Contractor/Provider shall furnish to Town of North Castle Certificates of Insurance as evidence of coverage prior to commencement of work and naming Town of North Castle as an Additional Insured **by endorsement**. The Contractor/Provider acknowledges that failure to obtain such insurance on behalf of the Town of North Castle Constitutes a material breach of contract and subjects it to liability for damages, indemnification and all other legal remedies available to the Town of North Castle. The failure of the Town of North Castle to object to the contents of the certificate or absence of same shall not be deemed a waiver of any and all rights held by the Town of North Castle.

The cost of furnishing the above insurance shall be borne by the Contractor/Provider, there will be no direct payment for this work. Cost will be deemed to have been included in the price bid for all scheduled items.

All carriers listed in the certificates of insurance shall be A.M. Best Rated A VII or better and be licensed in the State of New York.

INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

To the fullest extent permitted by law, Contractor/Provider shall indemnify, hold harmless and defend Town of North Castle, and agents and employees of any of them from and against all claims, damages, losses or expenses including but not limited to attorney's fees arising out of or resulting from the performance of the agreement, provided such claim, damage, loss or expense (a) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including loss of use resulting there from, and (b) is caused in whole or in part by an act or omission or violation of statutory duty or regulation of the Contractor/Provider or anyone directly or indirectly employed by it or anyone for whose acts it may be liable pursuant to the performance of the agreement. Notwithstanding the foregoing, Contractor/Provider's obligation to indemnify Town of North Castle, and its agents and employees of any of them for any judgment, mediation or arbitration award shall exist to the extent caused in whole or in part by (a) negligent acts or omissions, or (b) violations of regulatory or statutory provisions of the New York State Labor Law. OSHA, or other governing rule or applicable law; by the Contractor/Provider anyone directly or indirectly employed by it or anyone for whose acts it may be liable in connection to such claim, damage, loss and expense. The obligation of the Contractor/Provider to indemnify any party under this paragraph shall not be limited in any manner by limitation of the amount of insurance coverage or benefits including worker's compensation or other employee benefit acts provided by the Contractor/Provider.

Company Title/Name:	
Name:	_ Signature:
Date:	
Nature/Scope of Work Being Performed:	

SECTION J

NON-DISCRIMINATION CLAUSE

During the performance of this contract, the Contractor agrees as follows:

- A. The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, or national origin, and will take affirmative action to insure that they are afforded equal employment opportunities without discrimination because of race, creed, color, or national origin. Such action shall be taken with reference, but not limited to: recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff or termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on-the-job training.
- B. The Contractor will send to each labor union or representative of workers with which it has or is bound by a collective bargaining or other agreement or understand, a notice, to be provided by the Commission of Human Rights, advising such labor union or representative of the Contractor's agreement under clauses "a" through "h" hereinafter called "non-discrimination clauses", and requesting such labor union or representative to agree in writing, whether in such collective bargaining or other agreement or understanding or otherwise, that such labor union or representative will not discriminate against any member or applicant for membership because of race, creed, color, or national origin, and will take affirmative action to insure that they are afforded equal membership opportunities without discrimination because of race, creed, color, or national origin. Such action shall be taken with reference, but not be limited to: recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff or termination, rates of pay, or other forms of compensation, and selection for training or retraining including apprenticeship and on-the-job training. Such notice shall be given by the Contractor, and such written agreement shall be made by such labor union or representative, prior to the commencement of performances of this contract. If such labor union or representative fails or refuses so to agree in writing, the Contractor shall promptly notify the Commission for Human Rights of such failure or refusal.
- C. The Contractor will post and keep posted in conspicuous places, available to employee and applicants for employment, notices to be provided by the Commission for Human Rights setting forth the substance of the provisions of clauses "a" and "b" and such provisions of the State's Laws against discrimination as the Commission for Human Rights shall determine.
- D. The Contractor will state, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, that all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, or national origin.
- E. The Contractor will comply with the provision of Sections 291-299 of the Executive Law and the Civil Rights Law, will furnish all information and reports deemed necessary by the Commission for Human Rights under these non-discrimination clauses and such sections of the Executive Law, and will, permit access to books, records, and accounts by the Commission for Human Rights, and Owner representatives/counsel clauses and such sections of the Executive Law and Civil Rights Law.

- F. This Contract may be forthwith canceled, terminated, or suspended in whole or in part, by the Contracting agency upon the basis of a finding made by the Commission of Human Rights that the Contractor has not complied with these non-discrimination clauses, and the Contractor may be declared ineligible for future contracts made by or on behalf of the Owner/Contracting Agency until it has satisfied the Commission for Human Rights that it has established and is carrying out a program in conformity with the provisions of these non-discrimination clauses. Such finding shall be made by the Commission for Human Rights after conciliation efforts by the Commission have failed to achieve compliance with these non-discrimination clauses and after a verified complaint has been filed with the Commission, notice thereof has been given to the Contractor and an opportunity has been afforded to be heard publicly before three members of the Commission. Such sanctions may be imposed and remedies otherwise provided by law.
- G. If this Contract is canceled or terminated under clause "f", in addition to other rights of the Owner provided in this contract upon its breach by the Contractor, the Contractor will hold the Owner harmless against any additional expenses or costs incurred by the Owner in completing the work or in purchasing the services, materials, equipment, or supplies contemplated by this contract, and the Owner may withhold payments from the Contractor in an amount sufficient for this purpose and recourse may be held against the surety on the performance bond if necessary.
- H. The Contractor will include the provision of clauses "a", through "g" in every subcontract or purchase order in such a manner that such provisions will be binding upon each subcontractor or vendor as to operations to be performed within jurisdictional locale of the Project being contracted by the Owner. The Contractor will take such action in enforcing such provisions of such subcontract or purchases the Owner/Contracting Agency may direct, including sanctions or remedies for non-compliance. If the Contractor becomes involved in or is threatened with litigation with a subcontractor or vendor as a result of such direction by the Contracting Agency/Owner, the Contractor shall promptly so notify the Owner's Representatives/Counsel, requesting intervention and protect the interests of the Owner (Contracting Agency's jurisdictional area).

SECTION K

TECHNICAL SPECIFICATIONS

GENERAL

The Town of North Castle Water District No. 4 (Water District No. 4) requires drilling of up to three test wells completed in the bedrock aquifer on an undeveloped property owned by International Business Machines Corporation (IBM) located at the intersection of Old Post Road and Route 22 in Armonk, New York. All of the proposed test well locations are accessible from Old Post Road. Note that because of the access agreement between IBM and the Town, all work must be completed on or before May 31, 2018.

The Contractor shall perform the work under the direction of the Town's hydrogeologic consultant (WSP USA (WSP)). All work will be performed using qualified, competent personnel under the supervision of a foreman who shall represent the Contractor at the work site. The Town of North Castle Water District No. 4 reserves the right to reject any and all bids, and to award the Contract to other than the lowest Bidder if deemed to be in the best interest of the Town to do so.

The well will potentially be used for potable water supply. Therefore, caution must be used for any refueling activities.

The Contractor will supply all labor, tools, materials and equipment necessary to construct, develop and pump the test well. At all times the drilling contractor will be requested to protect the well in such a manner to prevent tampering, or entrance of foreign matter into the borehole.

All drilling and testing will be conducted in a manner conforming to the legal rules and regulations and to accepted standards including those listed below:

- (1) Recommended Standards for Water Works, Great Lakes Upper Mississippi River Board of State Public Health & Environmental Matters, 1997.
- (2) Code of Federal Regulations (CFR): 40 CFR 141-86 National Primary Drinking Water Regulation Subpart B.
- (3) American Society for Testing and Materials (ASTM) Publications: A 53-87, Rev. B Pipe, Steel, Black and Hot-Dipped Zinc Coated (Galvanized-Welded and Seamless) C 150-85 Portland Cement.
- (4) American Water Works Association (AWWA) Standards: Standard Methods for Examination of Water and Wastewater 16th Ed (1985); A100-84 Water Wells; B300-87 (1987) Hypochlorites; C200-86 (1986) Steel Water Pipe; C200-82 (1982) Field Welding of Steel Water Pipe.
- (5) American Welding Society (AWS) Standards: B2.1-84 Welding Procedure and Performance Qualification Structural Welding Code Steel.
- (6) Westchester County Department of Health (WCDH) Rules and Regulations.

BEDROCK TEST WELLS

The Water District No. 4 currently consists of six wells: three overburden and three bedrock wells located throughout the Water District. Two bedrock wells are no longer used because of high iron content and the pumping capacity of two other wells are limited as a result of the remediation system that was installed by the United States Environmental Protection Agency to treat impacted groundwater in the area (Armonk Private Wells Superfund site). In response to these conditions, Water District No. 4 would like to explore three potential locations on the IBM property to evaluate if the underlying geologic formation is capable of supporting a bedrock supply well to augment the existing supply.

Based on a review of the geologic maps of the region, the locations of the proposed test wells were selected based on the potential presence of the Inwood Marble bedrock underlying the area, in addition to accessibility and meeting the New York State Department of Health (NYSDOH) setback requirements. The actual number of wells drilled on the property will be dependent on the yields obtained from the proposed wells as they are drilled. The total target yield of water to be developed is 100 gpm (gallons per minute).

Because the new well will be used for potable supply, construction of the test wells must meet the WCHD Rules and Regulations and be in conformance with the standards listed above.

Test Well Specifications

A maximum of three bedrock wells will be drilled using the air rotary drilling method on the IBM Old Post Road property. The proposed test well locations are shown on the attached figure and have been numbered in order of preference. The driller will be responsible for access to the proposed well locations. Removal of small brush will be required to access the test locations. Because the proposed test wells are located within a Town-regulated wetland and buffer, fill will not be allowed in the wetland to access the locations. The test wells will be drilled in accordance with the NYSDOH and WCDH regulations for public water-supply wells.

The wells will be constructed using 8-inch diameter casing and an 8-inch diameter borehole will be drilled into the underlying bedrock. A minimum of 100 feet of 8-inch casing will be installed in each well drilled with a minimum of 10 feet into the top of bedrock, whichever is deeper. The 8-inch diameter casing will be installed and grouted in place. The total depth of the well will be determined based on the conditions encountered during drilling, particularly the depth and yield of the water-bearing fractures encountered in the bedrock. Depending on the drilling conditions, a 12-inch diameter outer casing drilled to a maximum of 20 feet of may be needed to stabilize the borehole from the overburden during drilling. For purposes of this specification, assume that the 8-inch diameter borehole will be advanced to a minimum depth of 600 ft bg (feet below grade), if a suitable yield is not encountered at a shallower depth. The well drilling contractor will provide an 8-inch diameter driveshoe for each test well.

Should wet conditions occur during the drilling program, mats or plywood will be laid down to assist in the movement of the drill rig to stabilize the ground surface. To facilitate the well drilling, a collection pit (approximately 5 feet wide by 7 feet deep) and a bermed area will be dug/constructed at each well site with a backhoe to collected drill cuttings and silt-laden water

generated during drilling. Silt fencing and hay bales will be set up between the test borings and the wetland as a precaution to prevent silt/sand laden runoff from flowing into the wetland (see attached typical silt fence detail).

A hydrogeologist will analyze the water-production data obtained to 600 feet and decide whether to continue drilling beyond that depth. Assume a minimum of two hours of development time (air-lift method), if a well is considered successful.

Each test well will be completed with the 8-inch diameter steel casing extending approximately 2 feet above grade set in concrete that will be welded shut after all of the testing is completed.

In addition to the WCDH well site application, the well driller will be responsible for filing the well logs after completion and request a Dig Safely mark-out prior to the start of drilling.

Pumping Test

Once the well with the highest yield potential is determined, it will be subject to a yield test that will be designed and implemented in accordance with the New York State Department of Environmental Conservation "Pumping Test Procedures for Water Withdrawal Applications' (February 2015). The pumping test will run for a minimum of 72 hours and until stabilized yield and water-level drawdown has been demonstrated. Water samples will be collected near the end of the test period and submitted for analysis for parameters listed in the NYSDOH Sanitary Code Part 5, Subpart 5-1. In addition, microscopic particulate analysis samples will also be collected from the test well because each proposed well is located within 200 feet of a surface water body (wetland).

The pumping rate will be pre-determined by a step test that will be conducted under WSP supervision prior to the 72 hour test. The step test will consist of pumping the well at different pumping rates for a total of four hours and the results will be used to determine an optimal pumping rate. For bidding purposes, assume that the well will be pumped at 100 gpm for 72 hours.

The contractor will be responsible for supplying and installing a temporary test pump capable of pumping up to 100 gpm. For purposes of bidding, assume the pump will be set at a depth of 350 ft bg. There should be a check-valve attached to the line so that when the pump is shut off there is no backwash to interfere with the recovery water-level monitoring. In addition to the temporary pump, the driller will be responsible for providing a flow meter, a water sample port at the wellhead and disinfecting the well prior to the test. Discharge will be directed away from the test well, a minimum of 300 feet downstream from the well. If the discharge is in a wetland, the discharge cannot cause sediment to be mobilized and gullying to occur, therefore there must be erosion control at the point of discharge. Hay bales, tarps or sheets of plywood will be used to dampen the velocity and disperse the clean discharge water during the pumping test.

In addition, the contractor will need to provide and maintain a generator throughout the duration of the test because power is not available at this property.

The contractor will be required to provide full-time, onsite staff supervision (including night supervision) during the test. WSP will also provide day-time oversight supervision (day coverage as well as test start-up and shut-down). As a result, the contractor will have primary responsibility for collecting hourly water-level and flow rate measurements at night. The contractor will also be responsible for providing direct water-level measuring access via a 1-inch diameter drop-tube in the pumping well as part of the test well equipment set up.

Once the testing has been completed and necessary recovery measurements collected (as determined by WSP), the test equipment can be removed from the well. The well must be temporarily secured by welding a vandal-proof steel plate to the opening of the well.

Please note that all downhole equipment (tools, pumps, etc.) that comes into contact with groundwater must be properly disinfected by flushing all contact surfaces with a solution containing at least 200 milligrams per liter of available chlorine.

SECTION L

APPENDIX 1

AWWA DISINFECTION OF WELLS



The Authoritative Resource for Safe Drinking WaterSM

AWWA Standard

Disinfection of Wells



Effective date: Nov. 1, 2003. First edition pending by AWWA Board of Directors Jan. 25, 1987. This edition approved by AWWA Board of Directors Jan. 19, 2003. Approved by American National Standards Institute Sept. 17, 2003.

6666 West Quincy Avenue Denver, CO 80235-3098 T 1.800.926.7337 www.awwa.org Advocacy
Communications
Conferences
Education and Training
Science and Technology
Sections

AWWA Standard

This document is an American Water Works Association (AWWA) standard. It is not a specification. AWWA standards describe minimum requirements and do not contain all of the engineering and administrative information normally contained in specifications. The AWWA standards usually contain options that must be evaluated by the user of the standard. Until each optional feature is specified by the user, the product or service is not fully defined. AWWA publication of a standard does not constitute endorsement of any product or product type, nor does AWWA test, certify, or approve any product. The use of AWWA standards is entirely voluntary. AWWA standards are Intended to represent a consensus of the water supply industry that the product described will provide satisfactory service. When AWWA revises or withdraws this standard, an official notice of action will be placed on the first page of the classified advertising section of Journal AWWA. The action becomes effective on the first day of the month following the month of Journal AWWA publication of the official notice.

American National Standard

An American National Standard Implies a consensus of those substantially concerned with its scope and provisions. An American National Standard is intended as a guide to aid the manufacturer, the consumer, and the general public. The existence of an American National Standard does not in any respect preclude anyone, whether that person has approved the standard or not, from manufacturing, marketing, purchasing, or using products, processes, or procedures not conforming to the standard. American National Standards are subject to periodic review, and users are cautioned to obtain the latest editions. Producers of goods made in conformity with an American National Standard are encouraged to state on their own responsibility in advertising and promotional materials or on tags or labels that the goods are produced in conformity with particular American National Standards.

CAUTION NOTICE: The American National Standards Institute (ANSI) approval date on the front cover of this standard Indicates completion of the ANSI approval process. This American National Standard may be revised or withdrawn at any time. ANSI procedures require that action be taken to reaffirm, revise, or withdraw this standard no later than five years from the date of publication. Purchasers of American National Standards may receive current Information on all standards by calling or writing the American National Standards Institute, 25 W. 43rd St., Fourth Floor, New York, NY 10036; (212) 642-4900.

Science and Technology

AWWA unites the drinking water community by developing and distributing authoritative scientific and technological knowledge. Through its members, AWWA develops industry standards for products and processes that advance public health and safety. AWWA also provides quality improvement programs for water and wastewater utilities.

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Committee Personnel

The AWWA Standards Committee on Disinfection of Facilities, which developed and approved this standard, had the following personnel at the time of approval:

Marc S. Solomon, Chair

Consumer Members

J.S. French, Bellair Bluffs, Fla.		(AWWA)
L.A. Hensley, GDS Associates Inc., Marietta, Ga.		(AWWA)
R.C. Lorenz, Westerville Water Plant, Westerville, Ohio		(AWWA)
T.W.D. MacDonald, Cambridge Water Dept., North Andover, Mass.		(AWWA)
P.M. Marchand, Pawtucket Water Supply Board, Pawtucket, R.I.		(AWWA)
E.D. Schwartz, Plainsboro, N.J.		(AWWA)
J.L. Stapf, Wyoming, Mich.		(AWWA)
General Interest Members		
K.C. Choquette, Iowa Department of Public Health, Des Moines, Iov	<i>v</i> a	(AWWA)
C.B. Hagar, Carollo Engineers, Phoenix, Ariz.		(AWWA)
D.J. Hartman,* Cincinnati Water Works, Cincinnati, Ohio		(AWWA)
Terrence Lambert, Florida Department of Environmental		٠
Protection, Orlando, Fla.		(AWWA)
T.J. McCandless* Standards Engineer Liaison, AWWA, Denver, Colo.		(AWWA)
M.S. Solomon, Winzler & Kelly Consulting Engineers,		
Santa Rosa, Calif.		(AWWA)
T.W. Walker, New York State Department of Health, Victor, N.Y.		(AWWA)
M.L. Wentink, Nebraska H&H Services Drinking Water Program,		
North Platte, Neb.	о,	(AWWA)

^{*}Liaison

Producer Members

W.B. Huebner, Mine Hill, N.J. (AWWA)

M.L. Johnsen, Johnsen Corrosion Engineering, Lincoln, Neb. (AWWA)

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Foreword

This foreword is for information only and is not a part of AWWA C654.

I. Introduction.

I.A. Background. During construction or maintenance of a well, the drill hole may become contaminated by surface-water inflow and undesirable fluids through which the well may penetrate. In addition, contamination may be introduced in a well in the drilling fluid, on equipment, or through the drill hole itself. A part of this contamination may be carried into the water-producing formations.

Well disinfection in accordance with this standard includes chlorination of the well casing, the pump and associated piping, and the gravel pack and the immediate area of the aquifer around the casing as well as verification of satisfactory bacteriological quality of the water. This standard is not intended to provide procedures for disinfection of the aquifer beyond the immediate location of a well; aquifer disinfection can best be handled by an engineering evaluation of all the conditions present at a specific location. The procedures for disinfection described in this standard are expanded beyond, and are intended to complement, information contained in AWWA A100, Standard for Water Wells, Sec. 11, Well Disinfection.

I.B. History. This is the third edition of AWWA C654, Standard for Disinfection of Wells. The first edition was approved by the AWWA Board of Directors on Jan. 25, 1987. The second edition was approved on June 15, 1997. This third edition was approved Jan. 19, 2003.

I.C. Acceptance. In May 1985, the US Environmental Protection Agency (USEPA) entered into a cooperative agreement with a consortium led by NSF International (NSF) to develop voluntary third-party consensus standards and a certification program for all direct and indirect drinking water additives. Other members of the original consortium included the American Water Works Association Research Foundation (AWWARF) and the Conference of State Health and Environmental Managers (COSHEM). The American Water Works Association (AWWA) and the Association of State Drinking Water Administrators (ASDWA) joined later.

In the United States, authority to regulate products for use in, or in contact with, drinking water rests with individual states.* Local agencies may choose to impose requirements more stringent than those required by the state. To evaluate the health effects of products and drinking water additives from such products, state and local agencies may use various references, including

- 1. An advisory program formerly administered by USEPA, Office of Drinking Water, discontinued on Apr. 7, 1990.
- 2. Specific policies of the state or local agency.
- Two standards developed under the direction of NSF, ANSI[†]/NSF[‡] 60,
 Drinking Water Treatment Chemicals—Health Effects, and ANSI/NSF 61,
 Drinking Water System Components—Health Effects.
- 4. Other references, including AWWA standards, Food Chemicals Codex, Water Chemicals Codex, § and other standards considered appropriate by the state or local agency.

Various certification organizations may be involved in certifying products in accordance with ANSI/NSF 60 and 61. Individual states or local agencies have authority to accept or accredit certification organizations within their jurisdiction. Accreditation of certification organizations may vary from jurisdiction to jurisdiction.

Annex A, "Toxicology Review and Evaluation Procedures," to ANSI/NSF 60 does not stipulate a maximum allowable level (MAL) of a contaminant for substances not regulated by a USEPA final maximum contaminant level (MCL). The MALs of an unspecified list of "unregulated contaminants" are based on toxicity testing guidelines (noncarcinogens) and risk characterization methodology (carcinogens). Use of Annex A procedures may not always be identical, depending on the certifier.

AWWA C654-03 does not address additives requirements. Thus, users of this standard should consult the appropriate state or local agency having jurisdiction in order to

1. Determine additives requirements, including applicable standards.

^{*}Persons in Canada, Mexico, and non-North American countries should contact the appropriate authority having jurisdiction.

[†]American National Standards Institute, 25 W. 43rd St., Fourth Floor, New York, NY 10036.

[‡]NSF International, 789 N. Dixboro Rd., Ann Arbor, MI 48105.

SBoth publications available from National Academy of Sciences, 2101 Constitution Ave. N.W., Washington, DC 20418.

- Determine the status of certifications by all parties offering to certify products for contact with, or treatment of, drinking water.
- 3. Determine current information on product certification.
- II. Special Issues. This standard has no applicable information for this section.
- III. Use of This Standard. AWWA has no responsibility for the suitability or compatibility of the provisions of this standard to any intended application by any user. Accordingly, each user of this standard is responsible for determining that the standard's provisions are suitable for and compatible with that user's intended application.
- III.A. Purchaser Options and Alternatives. The following items should be covered in the purchaser's specifications:
 - Standard used—that is, ANSI/AWWA C654, Standard for Disinfection of Wells, of latest revision.
 - 2. Method of chlorination to be used.
 - 3. Precautions related to disposal of chlorinated water.
 - 4. Bacteriological evaluation and method to be used.
 - 5. Redisinfection procedure to be used when necessary.
- III.B. *Modification to Standard*. Any modification to the provisions, definitions, or terminology in this standard must be provided in the purchaser's specifications.
- IV. Major Revisions. Major changes made to the standard in this revision include the following:
 - 1. Minor editorial changes throughout the standard.
- V. Comments. If you have any comments or questions about this standard, please call the AWWA Standards and Technical Support Group (303) 794-7711, FAX (303) 795-7603, or write to the group at 6666 W. Quincy Ave., Denver, CO 80235-3098, or by e-mail at standards@awwa.org.

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AWWA Standard

Disinfection of Wells

SECTION 1: GENERAL

Sec. 1.1 Scope

This standard describes the procedures for shock chlorination and bacteriological testing for the disinfection of wells for potable water service. These procedures shall be followed prior to using any new or existing well for potable water service if the well may have been contaminated as a result of construction, servicing, or maintenance. The chlorination procedures provided in this standard are for the gravel pack, well casing, pump, and appurtenant piping and are presented in the sequence in which they generally would be implemented.

Sec. 1.2 Purpose

The purpose of this standard is to establish the minimum requirements for the disinfection of wells for potable water service, including procedures for chlorination and bacteriological evaluation.

Sec. 1.3 Application

This standard can be referenced in specifications for the disinfection of wells and can be used as a guide for procedures for chlorination and bacteriological

evaluation. The stipulations of this standard apply when this document has been referenced and then only to the disinfection of wells.

SECTION 2: REFERENCES

This standard references the following documents. In their latest editions, they form a part of this standard to the extent specified within the standard. In any case of conflict, the requirements of this standard shall prevail.

ANSI*/AWWA A100—Water Wells.

ANSI/AWWA B300—Hypochlorites.

ANSI/AWWA B301-Liquid Chlorine.

Standard Methods for the Examination of Water and Wastewater. APHA, † AWWA, and WEF, ‡ Washington, D.C.

SECTION 3: DEFINITIONS

This standard has no applicable information for this section.

SECTION 4: REQUIREMENTS

Sec. 4.1 Preventive Actions

Clean conditions are necessary for effective well disinfection. During construction and maintenance operations, precautions shall be taken to minimize contamination. Surface runoff shall be diverted away from the well, drilling fluid pond, and other construction areas. Drilling equipment, gravel, pump column, and any other items and materials that will be inserted in the well shall be used and stored in a manner that minimizes contamination. Special care should be taken with grease and other lubricants to protect them from contamination. Some drilling fluid additives

^{*}American National Standards Institute, 25 W. 43rd St., Fourth Floor, New York, NY 10036.

[†]American Public Health Association, 800 I St. N.W., Washington, DC 20001.

[‡] Water Environment Federation, 601 Wythe St., Alexandria, VA 22314.

have been demonstrated to promote bacterial growth; additives of this type should be avoided. Cover the well between work periods.

Sec. 4.2 Forms of Chlorine for Disinfection

The forms of chlorine that may be used in the disinfecting operations are liquid chlorine, sodium hypochlorite solution, and calcium hypochlorite granules or tablets. All disinfectants shall be approved for use in potable water.

- 4.2.1 Liquid chlorine. Liquid chlorine conforming to ANSI/AWWA B301 contains 100-percent available chlorine and is packaged in steel containers usually of 100-lb, 150-lb, or 1-ton net chlorine weight. Liquid chlorine shall be used only (1) in combination with appropriate gas-flow chlorinators and injectors to provide a controlled high-concentration solution feed to the water to be chlorinated; (2) under the direct supervision of a person who is familiar with the physiological, chemical, and physical properties of liquid chlorine, and who is trained and equipped to handle any emergency that may arise; and (3) when appropriate safety practices are observed to protect working personnel and the public.
- 4.2.2 Sodium hypochlorite. Sodium hypochlorite conforming to ANSI/ AWWA B300 is available in liquid form in glass, rubber-lined, or plastic containers typically ranging in size from 1 qt to 5 gal; containers of 30 gal or larger size may be available in some areas. Sodium hypochlorite contains approximately 5 percent to 15 percent available chlorine, but care must be used in control of conditions and length of storage to minimize its deterioration.
- 4.2.3 Calcium hypochlorite, Calcium hypochlorite conforming to ANSI/ AWWA B300 is available in granular form or in small tablets, and contains approximately 65 percent available chlorine by weight. The material should be stored in a cool, dry, and dark environment to minimize its deterioration. The precautions listed on the container label should be carefully noted.

Sec. 4.3 Gravel and Gravel-Pack Chlorination

- 4.3.1 Chlorination of gravel installed in new wells. Gravel being installed in new wells shall be chlorinated by one of the following two procedures. In either case, prior to installing gravel, the drilling fluid shall be thinned as described in ANSI/AWWA A100 and shall extend to the top of the casing.
- 4.3.1.1 Tablet procedure in gravel. Calcium hypochlorite tablets (approximately 5-g size) shall be uniformly mixed with the gravel at the rate of ¼ lb to ½ lb

of calcium hypochlorite per ton of gravel. The mixture shall then be fed into the gravel chute and shall completely fill the annular void outside the casing to the level desired.

WARNING: Gravel used in any water well should be free of organic material. Otherwise, there is potential for an explosion when gravel containing organic material is mixed with hypochlorite tablets.

- 4.3.1.2 Chlorine residual in drilling fluid. After the drilling fluid has been thinned, gravel can then be added to fill the annular void outside the well casing. After the drilling mud has been displaced, chlorinated water is then put into the well to produce a chlorine concentration of not less than 50 mg/L in the entire volume of fluid within the well. The chlorine residual shall be measured periodically during this operation and the chlorine feed adjusted if necessary.
- 4.3.2 Chlorination of gravel being installed in existing wells. When gravel has settled in an existing well, any replacement gravel used to fill the void shall be soaked, immediately prior to its use, for at least 30 min in a chlorine solution maintained at a concentration of not less than 50 mg/L.
- 4.3.3 Chlorination of existing gravel pack in wells. When an existing gravel pack appears to be the source of contamination in a well, it shall be chlorinated by feeding water containing not less than 100-mg/L chlorine residual down the gravel chute. The chlorinated water shall be fed down the gravel chute until the chute will no longer take water or until the volume down the chute is equal to at least twice the calculated volume of the annular space outside the well casing. The chlorinated water should be fed into the gravel chute through an air-gap system to avoid a pressure buildup that would lift the pump base. The maximum rate at which the gravel will accept water may vary greatly from one well to another, but rates of 20 gpm to 50 gpm (70 L/min to 190 L/min) are not unusual. (See Figure A.1 for suggested feed system.)

Sec. 4.4 Chlorination of Permanent Equipment and Material Used in Wells

All permanent equipment and material to be installed in the well shall be chlorinated just prior to installation. This shall be done by spraying such areas with a solution having a chlorine residual of not less than 200 mg/L.

Sec. 4.5 Chlorination of Well After Permanent Equipment Is Installed

After permanent equipment is installed, the well shall be chlorinated by (1) treating the water in the well casing to provide a chlorine residual of

approximately 50 mg/L; (2) circulating the chlorinated water within the well casing and pump column; and (3) pumping the well to waste to remove chlorinated water.

4.5.1 Treating the water in the well casing. The water in the casing shall be treated with chlorine so that an average chlorine residual of 50 mg/L is in the entire volume of water in the casing. This may be done by using calcium hypochlorite tablets or sodium hypochlorite solution in the amounts shown in Table A.1.

If calcium hypochlorite is used, it shall be dribbled down the casing vent and at least 30 min shall pass to allow the tablets to fall through the water and dissolve.

If sodium hypochlorite is used, the solution must reach all parts of the well. To accomplish this, a tube shall be suspended through the well-casing vent so that it reaches the bottom of the well. After it reaches the well bottom, it shall be withdrawn as the sodium hypochlorite solution is pumped through the tube.

After the chlorine has been applied, the well shall be surged at least three times to improve the mixing and induce contact of the chlorinated water with the adjacent aquifer. The chlorinated water shall be allowed to rest in the casing for at least 12 hr but for no more than 24 hr.

4.5.2 Circulating the chlorinated water. Following completion of the procedure described in Sec. 4.5.1, a pressure-tight connection shall be made at least 2 in. in diameter (but not larger than the discharge piping) from the pump discharge piping to the casing vent. The pump shall be operated against a throttled discharge valve to return a flow of several hundred gallons per minute down the well casing while the rest of the pumped water is discharged to waste. In low-producing wells, the rate of return need not exceed one-half the maximum rate of production of the well (see Figure A.2.)

CAUTION: The discharge valve shall not be throttled to the extent that the pressure developed will damage equipment or pipe-restraining ties. This procedure will remove oil or other material that has accumulated on the water surface; care must be used to ensure that such material is harmlessly disposed of on-site or is recovered for proper waste disposal.

The discharge water shall be tested periodically for chlorine residual. When zero chlorine residual is measured, the well shall continue to be pumped to waste for at least 15 min. The well shall then be sampled for bacteriological evaluation.

Sec. 4.6 Disposal of Contaminants

Any oil or other significant contaminant pumped from the well must be collected for proper disposal. In addition, if the discharge of chlorinated water would be harmful to vegetation or wildlife, measures must be taken either to impound the highly chlorinated water or to neutralize the chlorine (see appendix B for neutralizing chemicals). Federal, state, or local environmental regulations may require special provisions or permits prior to disposal of highly chlorinated water.

SECTION 5: VERIFICATION

Sec. 5.1 Bacteriological Evaluation

After the well has been chlorinated and pumped to waste for a minimum of 15 min with zero chlorine residual, at least duplicate samples shall be taken not less than 30 min apart, and the samples shall be tested for the presence of coliform in accordance with Standard Methods for the Examination of Water and Wastewater. If none of these samples show the presence of coliform, the well may be placed in domestic service.

If any of these samples show the presence of coliform, one of the following procedures shall be followed:

- 1. Pump the well to waste for a minimum of an additional 15 min, then take at least duplicate samples not less than 30 min apart and test for the presence of coliform in accordance with the latest edition of Standard Methods for the Examination of Water and Wastewater. If none of these samples show the presence of coliform, the well may be placed in domestic service. (If any of these samples show the presence of coliform, follow procedure 2 or 3 below.)
 - 2. Chlorinate and test the well as described in Sec. 4.5 and 5.1.
- 3. Perform corrective action as determined by a qualified engineer experienced in water well disinfection.

Sec. 5.2 Disinfection of Flowing Wells

Flowing wells discharging at the surface generally do not require chlorination. Nevertheless, bacteriological sampling and evaluation for coliform shall be done as described in Sec. 5.1. If it is determined that coliforms are present, chlorine should be applied at or below the lowest aquifer producing the artesian condition in an

amount that will produce a chlorine concentration of at least 25 mg/L in the flowing water. The chlorine may be introduced through a weighted tube discharging a solution with a high concentration of chlorine (such as 15,000 mg/L) or using calcium hypochlorite tablets confined in a perforated container. If bacteriological evaluation shows the presence of coliform after this disinfection, procedure 3 of Sec. 5.1 shall be followed.

Sec. 5.3 Record of Compliance

The report of bacteriological test results certifying that the well is producing water free of contamination by coliform organisms shall be the record of compliance.

SECTION 6: DELIVERY

This standard has no applicable information for this section.

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APPENDIX A

Chemical Requirements for 50-mg/L Chlorine Solution

This appendix is for information only and is not a part of AWWA C654.

Table A.1 Chlorine compound required to dose 100 ft of water-filled well at 50 mg/L

Well-Hole or Vol	Volume per	Amount of Chemical Compound			
Well-Casing Diameter in.	100 ft of Water Depth gal	Calcium Hypochlorite* (65-percent available Cl ₂)	Liquid Chlorine [‡] (100-percent available Cl ₂) <i>lb</i>		
4	65.28	0.7 oz	3.5 fl oz	0.03	
6	146.9	1.5 oz	7.B fl oz	0.06	
`8	261.1	2.7 oz	13.9 fl oz	0.11	
10	408.0	4.2 oz	1.4 pt	0.17	
12	587.5	6.0 oz	2,0 pt	0.25	
16	1,044.0	10.7 oz	3.5 pt	0.44	
20	1,632.0	1 lb 1 oz	0.7 gal	0.68	
24	2,350.0	1 lb 8 oz	1.0 gal	0.98	
30	3,672.0	2 lb 6 oz	1.5 gal	1.53	
36	5,287.0	3 lb 6 oz	2.2 gal	2.21	
48	9,400.0	6 lb 1 oz	3.9 gal	3.92	
60	14,690.0	9 lb 7 oz	6.1 gal	6.13	

NOTE: See Table A.2 for metric conversions.

Table A.2 Metric conversion factors

US Customary Unit	Conversion Factor	Metric Equivalent
inch (in.)	× 25.4	millimetre (mm)
feet (ft)	× 0.3048	metre (m)
US gallon (gal)	× 3.7854	litre (L)
US quart (qt)	× 0.9463	litre (L)
fluid ounce (fl oz)	× 0.02957	litre (L)
avoirdupois ounce (avdp oz)	× 0.02835	kilogram (kg)
avoirdupois pound (avdp lb)	× 0.45359	kilogram (kg)

^{*} Quantities of Ca (OCl)₂ based on 65 percent available chlorine by dry weight (16 oz = 1 lb).

[†] Quantities of NaOCl based on 12-trade-percent available chlorine by US liquid measure (1 gal = 4 qt = 8 pt = 128 fl oz).

[‡] Quantities of Cl₂ based on 100-percent available chlorine by weight.

[§] Trade percent is a term used by chlorine manufacturers; trade percent × 10 = grams of available chlorine in 1 L of solution.

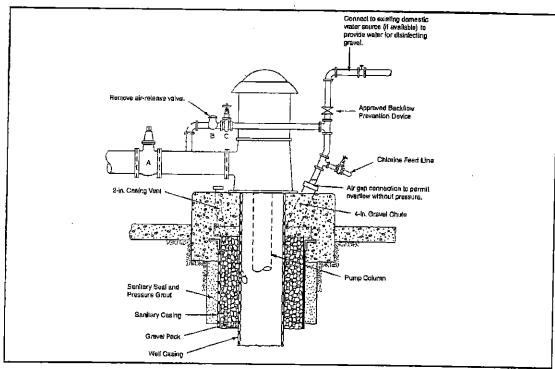


Figure A.1 Gravel-pack chlorination

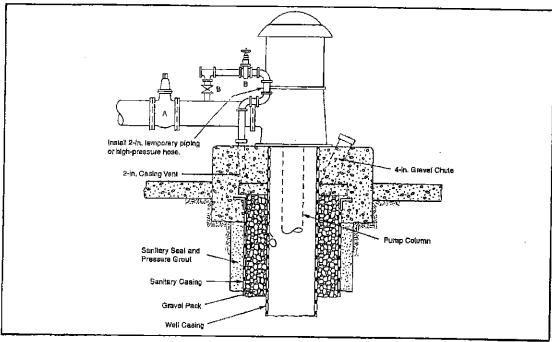


Figure A.2 Circulating chlorinated water inside well casing

APPENDIX B

Disposal of Heavily Chlorinated Water

This appendix is for information only and is not part of AWWA C654.

- 1. Check with local sewer department for conditions of disposal of heavily chlorinated water to sanitary sewer.
- 2. Chlorine residual of water being disposed will be neutralized by treating with one of the chemicals in Table B.1.

Table B.1 Pounds of chemicals required to neutralize various residual chlorine concentrations in 100,000 gal of water.

Residual Chlorine Concentration mg/L	Sulfur Dioxide (SO ₂) <i>lb</i>	Sodium Bisulfite (NaHSO3) lb	Sodium Metabisulfite (Na ₂ S ₂ O ₅) <i>lb</i>	Sodium Sulfite (Na ₂ \$O ₃) <i>lb</i>
1	0.8	1.2	1,1	1.5
2	1.5	2,4	- 2.2	3.0
10	7.5	12.2	11.2	14.8
50	38	61	56	74

CAUTION: A substantial excess of dechlorinating chemical also may be harmful to the environment. Care should be exercised to balance the amount of dechlorinating chemical against the chlorine present.

NOTE: Sodium thiosulfate (Na₂S₂O₅ · 5H₂O) can also be used as a dechlorinating agent. However, dosages are pH-dependent and must be calculated for each water.

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AWWA is the authoritative resource for knowledge, information and advocacy to improve the quality and supply of drinking water in North America and beyond. AWWA is the largest organization of water professionals in the world.

AWWA advances public health, safety and welfare by uniting the efforts of the full spectrum of the drinking water community. Through our collective strength we become better stewards of water for the greatest good of the people and the environment.



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APPENDIX 2

PROPOSED TEST WELL LOCATIONS—PLATE 1

