

**THE GOVERNING BOARD OF THE
ST. JOHNS RIVER WATER MANAGEMENT DISTRICT
ARTESIAN WELL ABANDONMENT
INVITATION FOR BID 39069**

The Governing Board of the St. Johns River Water Management District (the “District”), requests that interested parties respond to the solicitation below by 1:00 p.m., October 5, 2023. Further information is available through DemandStar at *Demandstar.com* [(800) 711-1712], Vendor Registry at *Vendorregistry.com*, or the District’s website at *sjrwm.com*. Solicitation packages may be obtained from DemandStar, Vendor Registry, or the District by calling or emailing Kendall Matott, Contracts Manager, at 386-312-2324 or kmatott@sjrwm.com. Responses will be opened in the Procurement Conference Room, Administration Building, Palatka Headquarters, 4049 Reid Street, Palatka, Florida 32177-2571.

The District is requesting Bid Submittals from firms that possess the required qualifications and resources necessary to successfully perform the activities as outlined in the invitation for bid (IFB). The primary objective of this project is to prevent the contamination of the aquifer, the uncontrolled flow of groundwater from wells, and to prevent inter-aquifer flow of groundwater through well bores. The objective of this work is to permanently abandon artesian wells as the wells are identified within the Notice to Proceed time frame.

The District is soliciting the services of multiple qualified vendors to permanently abandon artesian wells within the District’s 18 county boundary (refer to exhibit 1). Contractor must perform Work in accordance with Chapter 40C-3, Florida Administrative Code (F.A.C) and Chapter 373, Florida Statutes (F.S.). The intent of this solicitation is to obtain services from qualified firms who can support the District’s Abandoned Artesian Well Plugging Cooperative Cost Sharing Program. Although the awarded contract(s) will cover the District’s 18 county boundary, it is anticipated that the majority of the Work will be performed in the central and southern areas of the District.

Awarding of Contract(s)

The District anticipates awarding multiple contracts through this solicitation. All qualified firms that meet requirements as set forth in the Invitation for Bid will be ranked according to bid cost. The qualified firm with the lowest bid cost that has the capacity to abandon a minimum of 15 wells per month will be awarded the primary contract. The District reserves the right to award all other qualified firms an alternate contract. Qualified firms may be awarded an alternate contract even if they do not have the capacity to abandon a minimum of 15 wells per month.

Award of these contracts does not preclude the firms from responding to any other projects advertised by the District.

Work Authorization Under the Contract(s)

Work under the agreements will be authorized through an electronic Notice to Proceed Well Packet. The electronic Notice to Proceed Well Packet will include number of wells, well location, description of the Work, maximum billing amount, and timeframe to complete the Work. The firm to whom the Notice to Proceed Well Packet is issued will be responsible for determining appropriate resources to complete the Work. At any time during an active Notice to Proceed the District in its sole discretion may add up to two additional priority wells within the designated geographical area identified in the Notice to Proceed Well Packet.

The firm awarded the primary contract (“Primary Firm”) will have the first option to accept work authorized by an electronic Notice to Proceed Well Packet. The District Project Manager will transmit the

Notice to Proceed Well Packet via email to the Primary Firm and follow up with a phone call to the firm’s project manager. The Primary Firm will then have three (3) days after the email has been sent to acknowledge receipt and accept the work specified in the Notice to Proceed Well Packet. The Primary Firm’s project manager may acknowledge receipt via email to the District’s Project Manager. The Primary Firm will have 14 days from the issuance of the Notice to Proceed Well Packet to Mobilize (as defined in the Agreement).

If the Primary Firm fails to (1) acknowledge receipt and acceptance of the work specified in the Notice to Proceed Well Packet or (2) Mobilize within the 14-day time frame, then the District may cancel the Notice to Proceed Well Packet in its discretion. If cancelled, the District will provide notice to the Primary Firm’s listed Project Manager. A cancelled Notice to Proceed Well Packet is null and void, and the Primary Firm is no longer authorized to perform the work specified therein.

The District will then issue a Notice to Proceed to the alternate firm with the next lowest bid. This firm will then have three (3) days after the email has been sent to acknowledge receipt and acceptance of the work specified in the Notice to Proceed. The alternate firm’s project manager may acknowledge receipt via email to the District’s Project Manager. The alternate firm will have 14 days from the issuance of the Notice to Proceed to Mobilize.

If this firm fails to (1) acknowledge receipt and acceptance of the work specified in the Notice to Proceed Well Packet or (2) Mobilize within the 14-day time frame, the District may cancel the Notice to Proceed Well Packet in its discretion. If the Notice to Proceed Well Packet is cancelled, the District will provide notice to the alternate firm’s listed Project Manager. A cancelled Notice to Proceed Well Packet is null and void, and this firm is no longer authorized to perform the work specified therein.

This Notice to Proceed procedure will continue in this manner until an alternate firm agrees to the Notice to Proceed terms or the District determines it will not pursue the Notice to Proceed.

The District retains sole discretion in determining when a Notice to Proceed may be issued under the Agreement.

Term and Estimated Budget

The initial term for awarded contracts will expire on September 30, 2025. The District’s estimated total budget is \$1,200,000.00, which reflects the combined total for the initial term of all contracts awarded.

The estimated annual budgets for this project are as follows:

Fiscal Year: October 1, 2023 – September 30, 2024.....	\$ 600,000
Fiscal Year: October 1, 2024 – September 30, 2025.....	\$ 600,000

This amount is an estimate only and does not limit the District in awarding the Agreement. Respondents are cautioned to not make any assumptions from the estimate about the total funds available for the Work.

The Agreement(s) may be renewed for two additional 24-month terms by the mutual and written consent of each party. Estimated budgets for renewal terms are not yet available.

Respondents must guarantee their bid rates for the initial 24-month term of the contract. For each renewal, Respondent firms awarded a contract will have the opportunity to submit revised rates for the

renewal term. Based upon the lowest quoted renewal rates, the designation of the Primary Firm and the ranking of the alternate firms will be re-established for each renewal term.

Refer to the sample Agreement, including the attached Statement of Work, included in this solicitation for additional information regarding the Work and the awarded Agreement(s).

Americans With Disabilities Act (ADA)

The District does not discriminate on the basis of disability in its services, programs, or activities. Special accommodations for disabilities may be requested through Kendall Matott, or by calling (800) 955-8771 (TTY), at least five business days before the date needed.

INSTRUCTIONS TO RESPONDENTS - 4 -

1. DEFINITIONS - 4 -
2. CONTRACT ADMINISTRATION - 4 -
3. WHERE TO DELIVER BID - 4 -
4. OPENING OF BIDS - 4 -
5. PREPARATION AND ORGANIZATION OF BID DOCUMENTS - 5 -
6. INQUIRIES AND ADDENDA - 6 -
7. **BUDGET** - 6 -
8. MINIMUM QUALIFICATIONS - 6 -
9. BID GUARANTY - 7 -
10. SUBCONTRACTS - 7 -
11. SIGNATURE AND CERTIFICATION REQUIREMENTS - 7 -
12. DISQUALIFICATION OF RESPONDENTS - 7 -
13. REJECTION OF BID - 8 -
14. WITHDRAWAL OF BIDS - 8 -
15. AWARDING THE AGREEMENT - 8 -
16. EXECUTION OF AGREEMENT - 9 -
17. EXAMINATION OF AGREEMENT DOCUMENTS AND WORK AREA - 9 -
18. **DIVERSITY** - 10 -
19. FLORIDA SALES TAX - 10 -
20. PUBLIC ENTITY CRIMES/DISCRIMINATORY VENDORS - 10 -
21. USE BY OTHER FLORIDA GOVERNMENTAL ENTITIES - 10 -
22. NOTICES AND SERVICES THEREOF - 10 -
23. PROTEST PROCEDURES - 11 -

FORMS - 12 -

- BID FORM - 12 -
- PROPOSED SUBCONTRACTORS - 15 -
- CERTIFICATE AS TO CORPORATION - 16 -
- AFFIDAVIT AS TO NON-COLLUSION AND CERTIFICATION OF MATERIAL CONFORMANCE WITH SPECIFICATIONS - 17 -
- QUALIFICATIONS — GENERAL - 18 -
- QUALIFICATIONS — CONTRACTOR PERSONNEL NAMES, TITLE AND YEARS OF EXPERIENCE - 20 -
- DRUG-FREE WORKPLACE FORM - 23 -
- NO RESPONSE FORM - 26 -
- SAMPLE AGREEMENT - 27 -
- ATTACHMENT A — STATEMENT OF WORK - 44 -
- ATTACHMENT B — INSURANCE REQUIREMENTS - 53 -
- ATTACHMENT C — DISTRICT’S SUPPLEMENTAL INSTRUCTIONS (sample) - 54 -
- ATTACHMENT D — SAMPLE NOTICE TO PROCEED - 55 -

INSTRUCTIONS TO RESPONDENTS

1. DEFINITIONS

The definitions of capitalized terms used in this solicitation that are not otherwise defined herein can be found in the sample contract document (the “Agreement”) that is at the end of these instructions.

2. CONTRACT ADMINISTRATION

All inquiries related to this solicitation may only be directed to the Procurement Specialist:

Kendall Matott, Contracts Manager
Phone: 386-312-2324
Fax: 386-329-4546
Email: kmatott@sjrwmd.com

Between the release of this solicitation and the posting of the notice of intended decision, Respondents to this solicitation or persons acting on their behalf may not contact any employee or officer of the District concerning any aspect of this solicitation, except the procurement employee listed above. Violation of this provision is grounds for rejecting a response.

3. WHERE TO DELIVER BID

Respondent must submit its Bids either by (1) uploading it to Demandstar or (2) delivering it in “digital format” in a sealed envelope. Instructions for submitting are provided below.

(a) Uploaded

Responses can now be uploaded directly to www.demandstar.com

OR

(b) Delivered

Delivered digital format. All digitally submitted files shall be saved to a single pin/thumb/jump drive. The pin/thumb/jump drive **MUST** be placed in a sealed envelope. **DO NOT SUBMIT YOUR BID BY EMAIL – THIS WILL RESULT IN THE BID BEING REJECTED AS NON-RESPONSIVE.** Digital bids must be mailed or hand-delivered, in a sealed envelope to:

Kendall Matott, Contracts Manager
Attn: Office of Financial Services
St. Johns River Water Management District
4049 Reid St, Palatka, FL 32177-2571

For mailed or hand-delivered digital responses, Respondents must clearly label the Bid envelope with **large bold, and/or colored lettering (place label on inner envelope if double sealed)** as follows:

SEALED BID — DO NOT OPEN
Respondent’s Name: _____
Invitation for Bid: 39069
Opening Time: 1:00 p.m.
Opening Date: October 5, 2023

Please note that the United States Postal Service does not deliver regular mail or express mail to the above address. The District’s experience is that Federal Express and United Parcel Service will.

4. OPENING OF BIDS

Respondents or their authorized agents are invited to attend the opening of the Bids at the following time and place:

1:00 p.m. October 5, 2023
 St. Johns River Water Management District Headquarters
 4049 Reid Street, Palatka, Florida 32177-2571

The Florida Public Records Act, §119.071(1)(b), Fla. Stat., exempts sealed Bids from inspection and copying until such time as the District provides notice of an intended decision pursuant to §120.57(3)(a), Fla. Stat., or until 30 days after opening of bids, proposals, submittals, or final replies, whichever is earlier. This exemption is not waived by the public opening of the Bids.

Unless otherwise exempt, Respondent's Bid is a public record subject to disclosure upon expiration of the above exemption period. If any information submitted with the Bid is a trade secret as defined in §812.081, Fla. Stat., and exempt from disclosure pursuant to §815.04, Fla. Stat., Respondent must clearly identify any such material as "CONFIDENTIAL TRADE SECRET" in its Bid and explain the basis for such exemption. The District reserves the right, in its sole judgment and discretion, to reject a Bid for excessive or unwarranted assertion of trade secret confidentiality and return the Bid to Respondent.

5. PREPARATION AND ORGANIZATION OF BID DOCUMENTS

Respondent must submit its Bid in "digital" format. Instructions for submitting are provided below.

1. Respondent must follow all procedures for digital submission or the Respondent's Bid may be determined as "non-responsive" and rejected.
2. *Forms included in this document:* Respondents must submit the fully completed documents by converting or scanning any paper forms to PDF format.
3. The file-naming conventions for the bid shall include:
 - a. Bid: IFB # Respondent's name (abbreviated) Due Date
(Example: IFB 12345 ABC Company 01-15-16)
4. Respondent is responsible for providing documentation that it possesses the background and qualifications necessary to perform the work identified in the statement of work. Respondents shall provide the following information in their Bid organized under the subfolders identified below (responses to the forms can be submitted on reproduced copies):

Subfolder 1: Organization Profile and Administrative Forms:

- a. Bid Form
- b. Certificate as to Corporation
- c. Cost Schedule
- d. Affidavit as to Non-collusion and Certification of Material Conformance with Specifications
- e. Qualifications Form (General, and other required qualification forms)
- f. Drug-Free Workplace Form (not required unless there is a tie)
- g. Copy of valid state of Florida water well contracting license (*Respondent provided documentation*)

Subfolder 2: Past and present experience on projects of this type

- a. Well completion reports documenting a minimum of three artesian well abandonment projects, as described in section 8, MINIMUM QUALIFICATIONS. (*Respondent provided documentation*)
- a. Well completion reports documenting a minimum of three well construction projects, as described in section 8, MINIMUM QUALIFICATIONS. (*Respondent provided documentation*)

Subfolder 3: Additional Information

Any Additional information in reference to Respondent's bid submittal (*information included under this subfolder will not be used to satisfy minimum qualification requirements*).

- 5. Unless directed otherwise, all information required by the solicitation, including the forms listed above must be completed (typed or handwritten) and included in the submission in digital format (forms must be completed and converted/scanned to PDF format [Adobe]).
- 6. All of the forms and questionnaires in the Invitation for Bids package are available upon request in Microsoft® Word to aid the Respondent in submitting its Bid.
- 7. Unless submitted via DemandStar, the bid must be submitted on a flash/thumb/jump drive placed in a sealed envelope pursuant to the instructions under Item 3 for sealed responses - **DO NOT SUBMIT YOUR RESPONSE BY EMAIL — THIS WILL RESULT IN THE SUBMITTAL BEING REJECTED AS NON-RESPONSIVE.**
- 8. Please do NOT password protect your files. The District recommends that Respondents confirm their Submittal will open correctly on a non-company owned computer. Any electronic submittal received by the District that does not open on a District-owned computer is subject to rejection as a defective response.

A RESPONDENT'S BID MAY BE REJECTED AS NON-RESPONSIVE FOR (1) FAILING TO COMPLETE ALL FORMS AND QUESTIONNAIRES; (2) FAILING TO PROVIDE ALL REQUIRED MATERIALS; AND (3) OTHERWISE FAILING TO COMPLY WITH INSTRUCTIONS FOR PREPARATION AND ORGANIZATION OF A BID.

If you need assistance or have any questions about the format, please call or email Kendall Matott at 386-312-2324 or kmatott@sjrwmd.com.

In the event you decline to submit a Bid, the District would appreciate submittal of the "No Response Form" provided at the end of the "FORMS" section to describe the reason for not submitting a Bid.

6. INQUIRIES AND ADDENDA

District staff are not authorized to orally interpret the meaning of the specifications or other Agreement documents, or correct any apparent ambiguity, inconsistency, or error therein. In order to be binding upon the District, the interpretation or correction must be given by the Procurement Specialist and must be in writing. The Procurement Specialist may orally explain the District's procedures and assist Respondents in referring to any applicable provision in the Invitation for Bids documents, but the Respondent is ultimately responsible for submitting the Bid in the appropriate form and in accordance with written procedures.

Every request for a written interpretation or correction must be received at least nine days prior to opening of Bids in order to be considered. Requests may be submitted by email at kmatott@sjrwmd.com. Interpretations, corrections, and supplemental instructions will be communicated by written addenda to

this solicitation posted by DemandStar and Vendor Registry to all prospective Respondents (at the respective addresses furnished for such purposes) no later than five days before the opening of Bids.

Submission of a Bid constitutes acknowledgment of receipt of all addenda. Bids will be construed as though all addenda had been received. Failure of the Respondent to receive any addenda does not relieve Respondent from any and all obligations under the Bid, as submitted. All addenda become part of the Agreement.

7. BUDGET

The estimated total budget for the Work is \$1,200,000.00, which reflects the combined total for the initial term of all contracts awarded.

The above amount is an estimate only and does not limit the District in awarding the Agreement. Respondents are cautioned to not make any assumptions from the budget estimate about the total funds available for the Work. The District retains the right to adjust the estimate in awarding the Agreement. The District also reserves the right to reject all Bids if subsequent negotiations with qualified Respondents result in costs over this estimated budget amount. In addition, the District reserves the right to increase, decrease, or delete any class, item, or part of the Work in order to reduce costs for any reason. The District may discuss alternatives for reducing the cost of the Work with Respondents and make such modifications as it determines to be in its best interest.

8. MINIMUM QUALIFICATIONS

Except as noted below, Respondent must use the “Qualification” form (General and other required qualification forms) provided in these documents to document the minimum qualifications listed below.

Failure to include these forms with the Bid may be considered non-responsive.

Licensure Requirements:

- a. If an individual, Respondent must hold and maintain a valid state of Florida water well contracting license in accordance with chapter 373, Fla. Stat. If a firm, Respondent must employ or be owned by an individual who holds and maintains a valid state of Florida water well contracting license in accordance with chapter 373, Fla. Stat. A copy of the license must be included in the bid submittal.
(Respondent-provided documentation; label and include under Subfolder 1)

Organizational Experience Requirements:

- b. Respondent must have no less than five years of experience on well construction and abandonment projects.
(Qualifications — General Form; include under Subfolder 1)
- c. Respondent’s on-site supervisor must have a minimum of 3 years’ experience on well construction and abandonment projects.
(Qualifications — General Form; include under Subfolder 1)
- d. Respondent must have completed a minimum of three (3) artesian well abandonment projects within the state of Florida within the past five (5) years, each of which shall include abandonment of a well with a diameter of 4-inch or larger; **AND** at least one (1) of those artesian well abandonment projects must have artesian well flows in excess of 150 gallon per minute (gpm).
Respondent must include copies of Well Completion Reports to verify the work completed.
(Respondent-provided documentation (Well Completion Reports); label and include under Subfolder 2)
- e. Respondent must have constructed a minimum of three (3) wells within the past five (5) years, each of which shall include a well with a 4-inch or greater diameter and constructed with steel or

polyvinyl chloride casing (PVC); AND at least two (2) of the constructed wells must have been cased into the Floridan Aquifer.

Respondent must include copies of Well Completion Reports to verify the work completed.

(Respondent-provided documentation; label and include under Subfolder 2)

Equipment Requirements:

f. Respondent must have equipment available to successfully perform well abandonment work. Respondent must own or lease drilling rig(s), equipment, tools, and accessories to perform well construction and well plugging services.

(Qualifications — General Form; include under Subfolder 1)

g. Respondent must have drilling rig(s), equipment, tools, and accessories capable of the following:

1. Use of, where necessary, one complete drilling rig, tools, bits, and accessories capable of drilling to a minimum depth of 500 feet, which can also grout boreholes to a similar depth and diameters of 2 inch to 8 inch.
2. Pumping cement slurry with a positive displacement pump at a minimum density of 14.4 pounds per gallon against the head pressure expected during the abandonment of artesian wells. The pump must be capable of pumping a cement volume sufficient to overcome artesian flow in excess of 300 gallons per minute (gpm).

(Qualifications — General Form; include under Subfolder 1)

Capacity Requirements (Primary Firm Only):

h. Respondent shall have the capacity to abandon a minimum of 15 wells per month.

(Certification in Qualifications Form; include under Subfolder 1)

Respondent shall submit all well completion reports for wells constructed and abandoned as proof of qualifications for 8(d) and (e), above. Failure to include the qualification documentation with the Bid will be considered non-responsive.

Irrespective of the minimum qualifications stated above, the District may make such investigations as it deems necessary to determine the ability of the Respondent to perform the Work.

The District reserves the right to reject any Bid if the evidence submitted by such Respondent and/or the District’s independent investigation of such Respondent fails to satisfy the District that such Respondent is properly qualified to carry out the obligations of the Agreement and complete the Work in a manner acceptable to the District within the time period specified.

8. BID GUARANTY

For the purposes of this Bid, a Bid guaranty is not required.

9. SUBCONTRACTS

Any and all subcontracting must be approved prior to commencement of work by the Districts Project Manager.

10. SIGNATURE AND CERTIFICATION REQUIREMENTS

An individual submitting a Bid must sign his/her name therein and state his/her address and the name and address of every other person interested in the Bid as principal. If a firm or partnership submits the Bid, state the name and address of each member of the firm or partnership. If a corporation submits the Bid, an authorized officer or agent must sign the Bid, subscribing the name of the corporation with his or her own name and affixing the corporate seal. Such officer or agent must also provide the name of the

state under which the corporation is chartered, and the names and business addresses of the President, Secretary, and Treasurer. Corporations chartered in states other than Florida must submit evidence of registration with the Florida Secretary of State for doing business in the State of Florida. Respondent must certify that all persons or entities having an interest as principal in the Bid or in substantial performance of the Work have been identified in the Bid forms.

11. DISQUALIFICATION OF RESPONDENTS

Any of the following causes will be considered as sufficient grounds for disqualification of a Respondent and rejection of the Bid:

- a. Contacting a District employee or officer other than the procurement employee named in this solicitation about any aspect of this solicitation before the notice of intended decision is posted.
- b. Submission of more than one Bid for the same subject matter by an individual, firm, partnership, or corporation under the same or different names;
- c. Evidence of collusion among Respondents;
- d. Submission of materially false information with the Bid;
- e. Information gained through checking of references or other sources which indicates that Respondent may not successfully perform the Work;
- f. Respondent is failing to adequately perform on any existing contract with the District;
- g. Respondent has defaulted on a previous contract with the District;
- h. The evidence submitted by Respondent, or the District's investigation of Respondent, fails to satisfy the District that Respondent is properly qualified to carry out the obligations of the Agreement in a manner acceptable to the District and within the time period specified;
- i. Any other cause that is sufficient to raise doubt regarding the ability of a Respondent to perform the Work in a manner that meets the District's objectives for the Work.

12. REJECTION OF BID

Bids must be delivered to the specified location and received before the Bid opening in order to be considered. Untimely Bids will be returned to the Respondent unopened. Bids will be considered irregular and may be rejected if they show material omissions, alterations of form, additions not called for, conditions, limitations, or other material irregularities. The District may consider incomplete any Bid not prepared and submitted in accordance with the provisions specified herein, and reserves the right to waive any minor deviations or irregularities in an otherwise valid Bid.

The District reserves the right to reject any and all Bids and cancel this request for qualifications when it determines, in its sole judgment and discretion, that it is not in its best interest to award the agreement.

13. WITHDRAWAL OF BIDS

Respondent may withdraw its Bid if it submits such a written request to the District prior to the designated date and hour of opening of Bids. Respondent may be permitted to withdraw its Bid no later than 72 hours after the Bid opening for good cause, as determined by the District in its sole judgment and discretion.

14. AWARDING THE AGREEMENT

- a. The Agreement(s) will be awarded based on lowest bid (firms will be ranked low to high) of responsive, responsible Respondent(s), being the Respondent(s) with the lowest Total Bid Cost, who demonstrates, in accordance with the requirements of the bid documents, a verifiable history of the skill, ability, integrity, and reliability necessary for the faithful performance of the Agreement(s) (the

“Successful Respondent”). The Agreement(s) may be modified based on the District’s acceptance of any alternatives listed in the bid that the District deems in its best interest.

- b. Section 286.0113, Fla. Stat., exempts from being open to the public, any portion of a meeting at which: (1) a negotiation with a Respondent is conducted pursuant to a competitive solicitation; (2) a Respondent makes an oral presentation as part of a competitive solicitation; (3) a Respondent answers questions as part of a competitive solicitation; or (4) negotiation strategies are discussed. Also, recordings of, and any records presented at, the exempt meeting are exempt from §119.07(1) and §24(a), Art. I of the State Constitution (Public Records) until such time as the District provides notice of an intended decision or until 30 days after opening the bids, proposals, submittals, or final replies, whichever occurs earlier. A complete recording shall be made of any portion of an exempt meeting. No portion of the exempt meeting may be held off the record.
- c. Pursuant to §286.0113 Fla. Stat., if the District rejects all bids and concurrently provides notice of its intent to reissue the competitive solicitation, any recordings or records presented at any exempt meeting relating to the solicitation shall remain exempt from §119.07(1) and §24(a), Art. I of the State Constitution (Public Records) until such time as the District provides notice of an intended decision concerning the reissued competitive solicitation or until the District withdraws the reissued competitive solicitation. A recording and any records presented at an exempt meeting are not exempt for longer than 12 months after the initial District notice rejecting all bids.
- d. If two or more bids are equal in all respects, the Agreement will be awarded as follows: (1) to the Respondent that certifies compliance with §287.087, Fla. Stat., via the Drug-Free Workplace Form; (2) to a Respondent university in the State University System pursuant to §373.63, Fla. Stat.; (3) to a Respondent whose bid contains commodities manufactured, grown, or produced within the State of Florida pursuant to §287.082 Fla. Stat.
- e. The District reserves the right to award the Primary Agreement to the next lowest available bidder in the event the Successful Respondent fails to enter into the Agreement, or the Agreement with said Respondent is terminated within 90 days of the effective date.
- f. All Respondents will be notified of the District's intent to award or decision to award the Agreement. For the purpose of filing a bid protest under §120.57(3), Fla. Stat., the time period will commence as provided in “NOTICES AND SERVICES THEREOF.”

15. EXECUTION OF AGREEMENT

Submittal of a Bid binds the Successful Respondent to perform the Work upon acceptance of the Bid and execution of the Agreement by the District.

Unless all Bids are rejected, a contract substantially in the form included in these documents will be provided to the Successful Respondent(s), who must execute and return the Agreement to the District within ten days of the date of receipt, along with the following:

- a. A completed Internal Revenue Service Form W-9
- b. Satisfactory evidence of all required insurance coverage
- c. Proof satisfactory to the District of the authority of the person or persons executing the Agreement on behalf of Respondent
- d. All other information and documentation required by the Agreement

The District will not execute the Agreement until the above documents have been executed and delivered to the District. The Agreement will not be binding until executed by the District. A copy of the fully executed Agreement will be delivered to the Successful Respondent. The District reserves the right to cancel award of the Agreement without liability at any time before the Agreement has been fully executed by all parties and delivered to the Successful Respondent.

Failure upon the part of the Successful Respondent to execute the Agreement or timely submit the required evidence of insurance coverage, or any other matter required by the Agreement, will be just cause, if the District so elects, for the recommended award to be annulled.

16. EXAMINATION OF AGREEMENT DOCUMENTS AND WORK AREA

Respondent is solely responsible for being fully informed of the conditions under which the Work is to be performed in relation to existing conditions. Respondent is responsible for carefully examining the general area of the Work, the requirements of the drawings and other contract documents related to the Work, the time in which the Work must be completed, and any other details of the Work. Respondent must satisfy itself from its own personal knowledge and experience or professional advice as to the character of the Work, the conditions and materials to be encountered, the character, quality, and quantities of the Work, and any other conditions affecting the Work, including surrounding land.

Failure to satisfy the obligations of this paragraph will not relieve a Successful Respondent of its obligation to furnish all material, equipment, and labor necessary to perform the Agreement and to complete the Work for the consideration set forth in its Bid. Any such failure will not be sufficient cause to submit a claim for additional compensation.

No verbal agreement or conversation with any District officer, agent or employee, either before or after the execution of the Agreement, will affect or modify any of its terms.

17. DIVERSITY

The District is committed to the opportunity for diversity in the award and performance of all procurement activities. The District encourages Respondents to make a good faith effort to ensure that women and minority-owned business enterprises (W/MBE) are given the opportunity for maximum participation as second and lower tier participants. The District will assist Respondents by sharing information on W/MBEs to encourage their participation.

18. FLORIDA SALES TAX

The District is exempt from payment of State of Florida sales tax pursuant to §212.08(6), Fla. Stat. Any tangible personal property that is the subject of this Invitation for Bids is intended to remain tangible personal property and not become part of a public work owned by the District.

19. PUBLIC ENTITY CRIMES/DISCRIMINATORY VENDORS

In accordance with §287.133 and §287.134, Fla. Stat., a person or affiliate who has been placed on the convicted or discriminatory vendor lists following a conviction for a public entity crime or placement on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in §287.017 for CATEGORY TWO (\$35,000) for a period of 36 months following the date of being placed on the convicted or discriminatory vendor lists.

20. USE BY OTHER FLORIDA GOVERNMENTAL ENTITIES

Respondent may provide services to other State of Florida governmental entities pursuant to the terms and conditions of the Agreement. These governmental entities include other water management districts, state of Florida agencies (including members of the state university system and community college system), counties, school boards, municipalities, special districts, and other local public agencies or authorities. References to the St. Johns River Water Management District in the Agreement will be

replaced with the purchasing entity and the District will not be a party to any other governmental entity's agreement to purchase. Nor will the District be responsible for payment for any goods or services delivered or performed for any other governmental entity that utilizes Respondent pursuant to this paragraph.

21. NOTICES AND SERVICES THEREOF

The District will publish notice of specifications and criteria, including addenda, intended agency decisions, or other matters pertinent to this solicitation on Onvia DemandStar at *DemandStar.com* and Vendor Registry at *vendorregistry.com*. Onvia DemandStar and Vendor Registry may also be accessed through the District's web site at *sjrwmd.com*. In addition, the District will post notices of intended agency decisions at the District's headquarters, 4049 Reid Street, Palatka, Florida, Administration Building, Procurement Bulletin Board, on the date the publication is posted on Onvia DemandStar.

Notices will be posted for a minimum of 72 hours. The time period for filing a Notice of Protest pursuant to §120.57(3), Fla. Stat., and Rule 28-110.003, Fla. Admin. Code, commences at the time notices are posted.

As a courtesy to Respondents, the District may send copies of the notices of intended agency decisions via email or facsimile to Respondent. These courtesy communications neither constitute official notice nor vary the times of receipt set forth above.

22. PROTEST PROCEDURES

Pursuant to §120.57(3), Fla. Stat., and Rule 28-110.003, Fla. Admin. Code, any person adversely affected by the procurement methodology described herein, or the specifications or criteria, including addenda, must file a Notice of Protest within 72 hours after receipt of the solicitation documents or addenda.

Pursuant to §120.57(3), Fla. Stat., and Rule 28-110.003, Fla. Admin. Code, any person adversely affected by a District decision or intended decision to award a contract, or to reject all bids, proposals, or qualifications, must file a written Notice of Protest within 72 hours after posting of the decision or intended decision.

Pursuant to §120.57(3), Fla. Stat., and Rule 28-110.004, Fla. Admin. Code, the protester must also file with the District Clerk a Formal Written Protest within ten days after the date the Notice of Protest is filed with the District. The Formal Written Protest must state with particularity the facts and law upon which the protest is based.

Pursuant to §287.042(2)(c), Fla. Stat., any person who files an action protesting the decision or intended decision must post with the District Clerk at the time of filing the Formal Written Protest a bond, cashier's check, or money order made payable to the St. Johns River Water Management District in an amount equal to one percent (1%) of the District's estimated contract amount.

No additional time will be added for mailing. All filings must comply with Rule 28-106.104, Fla. Admin. Code, and must be addressed to and received by the District Clerk at the District Headquarters in Palatka, Florida within the prescribed time periods. The District will not accept as filed any electronically transmitted facsimile pleadings, petitions, Notice of Protest or other documents. The District's acceptance of pleadings, petitions, Notice of Protest, Formal Written Protest, or other documents filed by email is subject to certain conditions set forth in the District's Statement of Agency Organization and Operation (issued pursuant to Rule 28-101.001, Florida Administrative Code), which is available for viewing at sjrwm.com. These conditions include, but are not limited to, the document being in the form of a PDF or TIFF file and being capable of being stored and printed by the District.

Failure to file a protest within the time prescribed in §120.57(3), Fla. Stat., or failure to post the bond or other security required by law within the time allowed for filing a bond will constitute a waiver of proceedings under chapter 120, Fla. Stat. Mediation under §120.573, Fla. Stat., is not available.

INSTRUCTIONS

For Invitation for Bid 39069 – Artesian Well Abandonment

Respondents are reminded to refer to “PREPARATION AND ORGANIZATION OF BID DOCUMENTS” for information to be included with the Bid package.

Respondent shall use the Qualification Documentation forms provided in this solicitation package and provide all other records specified in “MINIMUM QUALIFICATIONS” to document Respondent qualifications. Failure to include the qualification documentation with the Bid shall be considered non-responsive.

DOCUMENTATION CHECKLIST:

Subfolder 1 – Organization Profile and Administrative Forms:

- Bid Form
- Certificate As to Corporation
- Cost Schedule
- Non-Collusion Affidavit
- Qualifications Form
- Drug-Free Workplace
- Copy of valid state of Florida water well contracting license (*Copy, no form*)

Subfolder 2 – Past and present experience on projects of this type:

- Documentation of Artesian Well Abandonment Projects (*3 Well Completion Reports*)
- Documentation of Well Construction Projects (*3 Well Completion Reports*)

Subfolder 3 – Additional Information:

- Any Additional information in reference to Respondent’s bid submittal (*information included under this subfolder will not be used to satisfy minimum qualification requirements*)

*Note: Failure to provide any part of the above to document the minimum requirements of this solicitation may be considered a non-responsive submittal and will be excluded from consideration.

FORMS

BID FORM

Invitation for Bid 39069 – Artesian Well Abandonment

Include this form in response

RESPONDENT:

The undersigned, as Respondent, hereby declares and certifies that the only person(s) or entities interested in this bid as principal(s), or as persons or entities who are not principal(s) of the Respondent but are substantially involved in performance of the Work, is or are named herein, and that no person other than herein mentioned has any interest in this bid or in the Agreement to be entered into; that this bid is made without connection with any other person, company, or parties making a bid; and that this bid is in all respects fair and in good faith without collusion or fraud.

Respondent represents to the District that, except as may be disclosed in an addendum hereto, no officer, employee or agent of the District has any interest, either directly or indirectly, in the business of Respondent to be conducted under the Agreement, and that no such person shall have any such interest at any time during the term of the Agreement, should it be awarded to Respondent.

Respondent further declares that it has examined the Agreement and informed itself fully in regard to all conditions pertaining to this solicitation; it has examined the specifications for the potential Work and any other Agreement documents relative thereto; it has read all of the addenda furnished prior to the bid opening, as acknowledged below; and has otherwise satisfied itself that it is fully informed relative to the Work to be performed.

Respondent agrees that if its bid is accepted, Respondent shall contract with the District in the form of the attached Agreement, and shall furnish everything necessary to complete the Work in accordance within the designated 24- hour timeframe for completion of treatment specified in the Agreement, and shall furnish the required evidence of the specified insurance.

Acknowledgment is hereby made of the following addenda (identified by number) received:

Addendum No.	Date	Addendum No.	Date
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Respondent (firm name) _____
Date

Address

Email address

Signature _____
Telephone number

Typed name and title _____
Fax number

COST SCHEDULE

Invitation for Bid 39069 – Artesian Well Abandonment

Include this form in response

Bid to be opened at 1:00 p.m., October 5, 2023

To: ST. JOHNS RIVER WATER MANAGEMENT DISTRICT

In accordance with the advertisement requesting bids for Artesian Well Abandonment, subject to the terms and conditions of the Agreement, the undersigned proposes to perform the Work as outlined in each Notice to Proceed for the price contained in the following schedule (fill in all blanks). If said bid exceeds the estimated amount previously provided, the District expressly reserves the right to increase, decrease, or delete any class, item, or part of the Work, as may be determined by the District.

Respondents are reminded to refer to “PREPARATION AND ORGANIZATION OF BID DOCUMENTS” for information to be included with the bid package.

RESPONDENTS ARE INVITED TO SUBMIT A BID: The Agreement(s) will be awarded to the lowest responsive and responsible Respondent(s) for the Sample Project Total Bid Cost, based on the unit cost schedule provided. Costs must include, but not be limited to, equipment, labor, supervision, and incidentals necessary to complete all activities specified. Unit costs are required for each line item identified without a preset District rate. If awarded an Agreement, Respondent must guarantee the unit cost rates for the 24-month term of the Agreement.

Respondents Name: _____

Cost Schedule Continued on the following page.

COST SCHEDULE

(Continued)

The quantities provided in the Cost Schedule is a sample project used for Bid purposes only and may change with each Notice to Proceed. **Respondent will be required to guaranty the Unit Cost Rates provided in the Cost Schedule below for the 24-month contract term.**

Please fill in the Unit Cost for each item, multiply by the Estimated Quantity, and fill in the Total Cost of each Item. Please fill in the Total Cost of all items in the Cost Schedule where indicated.

Cost Schedule (Sample Project)					
	Item Description	Unit	Unit Cost (\$)	Estimated Quantity	Total Cost (\$)
1	Mobilization of well plugging equipment (all pumps and supporting equipment)/Tag Well Depth/ Demobilization - (Generally one mob per well unless approved by the Districts Project Manager. Multiple wells on the same residential property will only include 1 mob unless special circumstance require it and is approved by the Districts Project Manager)	General Mob		157	
2	Drill Rig Mobilization: used to Clear Obstruction/Demobilization (Only applicable in special circumstances such as obstructions), REQUIRES prior authorization from District Project Manager **Rate set by District	Rig Mob	\$3,500 Set by District	1	\$3,500 Set by District
3	Rig Time - Per hour of service, only as necessary **Rate set by District	Hour	\$375 Set by District	10	\$3,750 Set by District
4	Well Head Repair includes excavation, cutting off well head and prepping well for abandonment. (Well head repair charges for additional time taken due to site conditions or circumstances out of the contractor's control must be approved by the District's Project Manager)	Hour		175	
5	Furnish Gravel and Install - .5 cu ft bags	Bag		1	
6	Furnish Gravel and Install - Per cubic yard	Cubic Yard		1	
7	Furnish and Install Cement Grout - Per 94-pound sack	Sack		6,223	
Sample Project Total Bid Cost					

** The Cost Schedule above contains District set rates for Drill Rig Mobilization and Rig Time (hourly). Each contractor who bids on this work is agreeing to the Rates as set forth in the above referenced Cost Schedule.

**Drill Rig use occurs on estimate approximately once every 2 years.

Pursuant to §287.084(2) Fla. Stat., a vendor whose principal place of business is outside the State of Florida must accompany any written bid, proposal, or reply documents with a written opinion of an attorney at law licensed to practice law in that foreign state, as to the preferences, if any or none, granted by the law of that state to its own business entities whose principal places of business are in that foreign state in the letting of any or all public contracts.

I HEREBY ACKNOWLEDGE, as Respondent's authorized representative, that I have fully read and understand all terms and conditions as set forth in this bid and upon award of such bid, shall fully comply with such terms and conditions.

Date

Respondent (firm name)

Address

E-mail address

Signature

Telephone number

CERTIFICATE AS TO CORPORATION

Include this form in response

The below Corporation is organized under the laws of the State of _____; is authorized by law to respond to this Invitation for Bids and perform all work and furnish materials and equipment required under the Agreement, and is authorized to do business in the state of Florida.

Corporation name: _____

Address: _____

Registration No.: _____

Registered Agent: _____

By: _____

(Official title)

(Affix corporate seal)

Attest: _____

(Secretary)

The full names and business or residence addresses of persons or firms interested in the foregoing bid as principals or officers of Respondent are as follows (specifically include the President, Secretary, and Treasurer and state the corporate office held of all other individuals listed):

Identify any parent, subsidiary, or sister corporations involving the same or substantially the same officers and directors that will or may be involved in performance of the Project, and provide the same information requested above on a photocopy of this form.

If applicable, attach a copy of a certificate to do business in the state of Florida, or a copy of the application that has been accepted by the state of Florida to do business in the state of Florida, for the Respondent and/or all out-of-state corporations that are listed pursuant to this form.

AFFIDAVIT AS TO NON-COLLUSION AND CERTIFICATION OF MATERIAL CONFORMANCE WITH SPECIFICATIONS

Include this form in response

STATE OF _____

COUNTY OF _____

I, the undersigned, _____ being first duly sworn, depose and say that:

1. I am the owner or duly authorized officer, representative, or agent of:

_____ the Respondent that has submitted the attached bid.

2. The attached bid is genuine. It is not a collusive or sham bid.

3. I am fully informed respecting the preparation and contents of, and knowledgeable of all pertinent circumstances respecting the attached bid.

4. Neither Respondent nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly, with any other Respondent, firm, or person to submit a collusive or sham bid in connection with the Agreement for which the attached bid has been submitted, or to refrain from bidding in connection with such Agreement, or has in any manner, directly or indirectly, sought by agreement, collusion, communication, or conference with any other Respondent, firm, or person to fix the price or prices in the attached bid of any other Respondent, or to fix any overhead, profit, or cost element of the bid prices or the bid price of any other Respondent, or to secure through collusion, conspiracy, connivance, or unlawful agreement any advantage against the District or any other person interested in the proposed Agreement.

5. The price(s) quoted in the attached bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Respondent or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

6. No official or other officer or employee of the District, whose salary or compensation is payable in whole or in part by the District, is directly or indirectly interested in this bid, or in the supplies, materials, equipment, work, or labor to which it relates, or in any of the profits therefrom.

7. Any materials and equipment proposed to be supplied in fulfillment of the Agreement to be awarded conform in all respects to the specifications thereof. Further, the proposed materials and equipment will perform the intended function in a manner acceptable and suitable for the intended purposes of the District.

Signature: _____

Title: _____

Subscribed and sworn to before me this _____ day of _____, 20 ____.

Notary Public, state of _____ at Large

My commission expires:
(SEAL)

QUALIFICATIONS — GENERAL

Include this form in response

As part of the bid, Respondent shall complete the following so that the District can determine Respondent’s ability, experience, and facilities for performing the Work.

Name of Respondent: _____

Year company was organized/formed: _____

Number of years Respondent has been engaged in business under the present firm or trade name: _____

Total number of years Respondent has experience in artesian well abandonment and well construction projects of a similar nature to those described in the Statement of Work. _____

Has Respondent previously been engaged in the same or similar business under another firm or trade name? If so, please describe each such instance.

Has Respondent ever been adjudicated bankrupt, initiated bankruptcy, or been the subject of bankruptcy proceedings on behalf of the current entity submitting this bid or a prior entity that Respondent substantially operated or controlled? If yes, please describe the nature and result of those proceedings and the entity involved.

Describe the background/experience including licenses of the on-site Supervisor (person or persons who will be primarily responsible for directing the Work that will be performed pursuant to this bid). This inquiry is intended to encompass the project manager and/or superintendent who will be engaged on a daily basis in directing performance of the Work.

Does Respondent own or lease drilling rig(s), equipment, tools, and accessories to perform well construction and well plugging services?

Yes No

Does Respondent have use of, where necessary, one complete drilling rig, tools, bits, and accessories capable of drilling to a minimum depth of 500 feet, which can also grout boreholes to a similar depth and diameters of 2 inch to 8 inch, available to perform the Work? Yes No

Does Respondent have access to a pump with the ability to pump cement slurry with a positive displacement pump, capable of pumping at a volume in excess of 300 gallons per minute (gpm), at a minimum density of 14.4 pounds per gallon against the head pressure expected during the abandonment of artesian wells.

Yes No

List the names and Florida Water Well Contractor license numbers of all applicable personnel who will be performing the Work and indicate their relationship to Respondent. Attach additional sheets if necessary.

Licensee #1	
Name	
License #	
Relationship to Respondent	<input type="checkbox"/> Self (sole proprietor) <input type="checkbox"/> Owner <input type="checkbox"/> Employee <input type="checkbox"/> Other: _____
Licensee #2	
Name	
License #	
Relationship to Respondent	<input type="checkbox"/> Self (sole proprietor) <input type="checkbox"/> Owner <input type="checkbox"/> Employee <input type="checkbox"/> Other: _____
Licensee #3	
Name	
License #	
Relationship to Respondent	<input type="checkbox"/> Self (sole proprietor) <input type="checkbox"/> Owner <input type="checkbox"/> Employee <input type="checkbox"/> Other: _____

Does Respondent have the capacity to abandon a minimum of 15 wells per month?

Yes No

For each proposed on-site supervisor, provide the name and years of experience in well construction and artesian well abandonment projects, as described in the Statement of Work (attach additional sheets if necessary):

Proposed on-site supervisor:	Years of Exp. in Well Construction / Abandonment:
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Refer to “MINIMUM QUALIFICATIONS” for other required qualifications documentation.

DRUG-FREE WORKPLACE FORM

This form required only in the event of a tie response

The Respondent, (business name) _____, in accordance with §287.087, Fla. Stat., hereby certifies that Respondent does the following:

1. Informs employees about the dangers of drug abuse in the workplace, the business’s policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations
2. Publishes a statement notifying employees that
 - a. the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against its employees for violations of such prohibition.
 - b. as a condition of working on the contractual services that are the subject of this solicitation, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893, Fla. Stat., or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five days after such conviction.
3. Gives each employee engaged in providing the contractual services that are the subject of this solicitation a copy of the statement specified in paragraph 2, above.
4. Imposes a sanction on, or require the satisfactory participation in, a drug abuse assistance or rehabilitation program if such is available in the employee’s community, by any employee convicted of a violation listed in sub-paragraph 2.b., above.
5. Makes a good faith effort to continue to maintain a drug-free workplace through implementation of §287.087, Fla. Stat.

As the person authorized to sign this statement, I certify that this firm complies fully with the above requirements.

By: _____

Title: _____

Date: _____

NO RESPONSE FORM
ST. JOHNS RIVER WATER MANAGEMENT DISTRICT
INVITATION FOR BIDS 39069

Your reasons for not responding to this Invitation for Bids are valuable to the St. Johns River Water Management District’s procurement process. Please complete this form and return it to the Office of Financial Services no later than the date set for receipt of bids. Thank you for your cooperation.

Please check (as applicable):

- Specifications too “general” (explain below)
- Insufficient time to respond to the solicitation
- Do not provide this type of work for this project
- Schedule would not permit us to perform
- Unable to meet solicitation specifications
- Specifications unclear (explain below)
- Disagree with solicitation or Agreement terms and conditions (explain below)
- Other (specify below)

Remarks: _____

DATE _____

RESPONDENT (FIRM NAME) _____

ADDRESS _____

E-MAIL ADDRESS _____

SIGNATURE _____

TYPED NAME AND TITLE _____

TELEPHONE NUMBER _____

FAX NUMBER _____

**AGREEMENT
BETWEEN THE
ST. JOHNS RIVER WATER MANAGEMENT DISTRICT
AND _____ FOR
ARTESIAN WELL ABANDONMENT**

THIS AGREEMENT is entered into by and between the GOVERNING BOARD of the ST. JOHNS RIVER WATER MANAGEMENT DISTRICT (the “District”), whose address is 4049 Reid Street, Palatka, Florida 32177-2571, and _____ (“Contractor”), whose address is _____ . All references to the parties hereto include the parties, their officers, employees, agents, successors, and assigns.

In consideration of the payments hereinafter specified, Contractor agrees to furnish and deliver all materials and perform all labor required for 39069, Artesian Well Abandonment (the “Work”). In accordance with IFB 39069, Contractor shall complete the Work in conformity with this Agreement, which consists of and incorporates all of the following documents: (1) advertisement for bids, proposals, or qualifications; (2) Instructions to Respondents; (3) addenda; certifications, and affidavits; (4) bid, proposal, or qualifications submittals; (5) Agreement, including the Statement of Work, and any Special Conditions or other attachments. If any provision in the body of this Agreement conflicts with any attachment hereto, the body of this Agreement shall prevail. This Agreement, including attachments, shall take precedence over all solicitation documents (items 1 – 4). The parties hereby agree to the following terms and conditions.

1. TERM

- (a) The term of this Agreement shall be from October 01, 2023 (the Effective Date) to the Completion Date. Time is of the essence for each and every aspect of this Agreement. Where additional time is allowed to complete the Work, the new time limit shall also be of the essence. All provisions of this Agreement that by their nature extend beyond the Completion Date survive termination or expiration hereof.
- (b) **Completion Date.** The Completion Date of this Agreement is September 30, 2025, unless extended by mutual written agreement of the parties.
- (c) This Agreement may be renewed for two additional 24-month terms by the mutual and written consent of each party.

2. DELIVERABLES

- (a) The Work is specified in the Statement of Work, Attachment A. Contractor shall deliver all products and deliverables as stated therein and as provided in any issued Notice to Proceed. Contractor is responsible for the professional quality, technical accuracy, and timely completion of the Work. Both workmanship and materials shall be of good quality. Contractor shall, if required, furnish satisfactory evidence as to the kind and quality of materials provided. Unless otherwise specifically provided for herein or in a Notice to Proceed, Contractor shall provide and pay for all materials, labor, and other facilities and equipment necessary for performance of the Work. The District’s Project Manager shall make a final acceptance inspection of the deliverables when completed and finished in all respects.
- (b) If not otherwise addressed in the Statement of Work, upon written request, Contractor shall submit written progress reports to the District’s Project Manager at the frequency requested in the form approved by the Project Manager at no additional cost to the District. The progress report

shall provide an updated progress schedule, taking into account all delays and approved changes in the Work. Failure to provide a progress report will be cause to withhold payment.

3. **OWNERSHIP OF DELIVERABLES.** All deliverables, including Work not accepted by the District, are District property when Contractor has received compensation therefor, in whole or in part. Any District source documents or other District or non-District documents, specifications, materials, reports, or accompanying data developed, secured, or used in the performance of the Work, excluding proprietary materials, as outlined in the Statement of Work, are District property and shall be safeguarded and provided to the District upon request. District plans and specifications shall not be used on other work and, with the exception of the original plans and specifications, shall be returned to the District upon request. This obligation shall survive termination or expiration of this Agreement.

4. **FUNDING OF AGREEMENT**

This Agreement is one of multiple contracts awarded to qualified respondents ranked by low bid by the District for IFB 39069, Artesian Well Abandonment. The Shared Funding Cap for all awarded contracts is \$1,200,000 in total for the term of the contracts. The total amounts of all Work authorized under all contracts shall not exceed the Shared Funding Cap. Funding is subject to District Governing Board budgetary appropriation.

For satisfactory performance of the Work as set forth in an issued Notice to Proceed, the District agrees to pay Contractor a sum not to exceed the amount specified in the Notice to Proceed.

5. **PAYMENT OF INVOICES**

- (a) Unless otherwise stated in the Notice to Proceed, Contractor shall submit itemized invoices (as specified in each Notice to Proceed) after the completion of Work authorized under a Notice to Proceed by one of the following two methods: (1) by email to acctpay@sjrwmd.com (preferred) or (2) by mail to the St. Johns River Water Management District, Finance Director, 4049 Reid Street, Palatka, Florida 32177-2571. Each invoice shall be submitted in detail sufficient for proper pre-audit and post-audit review. If necessary for audit purposes, Contractor shall provide additional supporting information as required to document invoices.
- (b) **End of District Fiscal Year Reporting.** The District's fiscal year ends on September 30. Irrespective of the invoicing frequency, the District is required to account for all encumbered funds at that time. When authorized under the Agreement, submittal of an invoice for work completed as of September 30 satisfies this requirement. The invoice shall be submitted no later than October 30. If the Agreement does not authorize submittal of an invoice for Work completed as of September 30, Contractor shall submit, prior to October 30, a description of the additional Work completed between the last invoice and September 30, and an estimate of the additional amount due as of September 30 for such Work. If there have been no prior invoices, Contractor shall submit a description of the Work completed on the project through September 30 and a statement estimating the dollar value of that Work as of September 30.
- (c) **Final Invoice.** The final invoice must be submitted no later than 45 days after the Completion Date; provided, however, that when the Completion Date corresponds with the end of the District's fiscal year (September 30), the final invoice must be submitted no later than 30 days after the Completion Date. **Final invoices that are submitted after the requisite date shall be subject to a penalty of ten percent of the invoice. This penalty may be waived by the District, in its sole judgment and discretion, upon a showing of special circumstances that prevent the timely submittal of the final invoice. Contractor must request approval for**

delayed submittal of the final invoice not later than ten days prior to the due date and state the basis for the delay.

- (d) **Required Invoice Information.** All invoices shall include the following information: (1) District contract number; (2) Contractor's name and address (include remit address, if necessary); (3) Contractor's invoice number and date of invoice; (4) District Project Manager or Notice to Proceed Manager, if applicable; (5) Contractor's Project Manager; (6) supporting documentation as to cost and/or project completion (as per the other requirements of the applicable Statement of Work); (7) Progress Report (if required). Invoices that do not correspond with this paragraph shall be returned without action, stating the basis for rejection. Payments shall be made within 45 days of receipt of an approved invoice. Disputes regarding invoice sufficiency are resolved pursuant to the dispute resolution procedure of this Agreement. Additional supporting documentation is required depending upon the type of Notice to Proceed being invoiced, as set forth in **NOTICES TO PROCEED**.
- (e) **Travel expenses.** Travel expenses are not compensable under this Agreement.
- (f) **Payments.** Absent exceptional circumstances, Contractor is required to sign up and receive payment(s) electronically from the District via Automated Clearing House (ACH) payment. The District shall pay Contractor 100% of each approved invoice.
6. **PAYMENT AND RELEASE.** Contractor's acceptance of final payment for Work authorized by a Notice to Proceed shall constitute a release in full of all Contractor claims against the District arising from the performance of the Work authorized by that Notice to Proceed, with the exception of any pending claims for additional compensation that have been documented and filed as required by this Agreement.
7. **INDEMNIFICATION.** Contractor shall indemnify and hold harmless, release, and forever discharge the District, its public officers, employees, agents, representatives, successors, and assigns, from any and all liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, arising from or caused by the Contractor, its employees or subcontractors, in the performance of the Work. Contractor shall further indemnify the District for all costs and penalties the District incurs related to any failure to offer Patient Protection and Affordable Care Act compliant health care coverage to Contractor-employees performing under this Agreement.
8. **INSURANCE.** Contractor shall acquire and maintain all insurance required by Attachment B, Insurance Requirements, and shall not commence Work until it has provided Certificates of Insurance to the District as per Attachment B. Receipt of Certificates of Insurance indicating less coverage than required does not constitute a waiver of the Insurance Requirements. Contractor waives its right of recovery against the District to the extent permitted by its insurance policies. Contractor's insurance shall be considered primary, and District insurance shall be considered excess, as may be applicable to Contractor's obligation to provide insurance.
9. **FUNDING CONTINGENCY.** This Agreement is at all times contingent upon funding availability, which may include a single source or multiple sources, including, but not limited to: (1) ad valorem tax revenues appropriated by the District's Governing Board; (2) annual appropriations by the Florida Legislature, or (3) appropriations from other agencies or funding sources. Agreements that extend for a period of more than one Fiscal Year are subject to annual appropriation of funds in the sole discretion and judgment of the District's Governing Board for each succeeding Fiscal Year. Should the Work not be funded, in whole or in part, in the current Fiscal Year or succeeding Fiscal Years, the District shall so notify Contractor and this Agreement shall be deemed terminated for convenience five days after receipt of such notice, or within such additional time as the District may allow. For the

purpose of this Agreement, “Fiscal Year” is defined as the period beginning on October 1 and ending on September 30.

10. PROJECT MANAGEMENT PERSONNEL

- (a) The Project Manager listed below shall be responsible for overall coordination and management of the Work. Either party may change its Project Manager upon three business days’ prior written notice to the other party. Written notice of change of address shall be provided within five business days. All notices shall be in writing to the Project Managers at the addresses below and shall be sent by one of the following methods: (1) hand delivery; (2) U.S. certified mail; (3) national overnight courier; or (4) email. Notices via certified mail are deemed delivered upon receipt. Notices via overnight courier are deemed delivered one business day after having been deposited with the courier. Notices via email are deemed delivered on the date transmitted and received.

DISTRICT

Gary Foster, Project Manager
 St. Johns River Water Management District
 4049 Reid Street
 Palatka, FL 32177-2571
 Phone: 386-329-4157
 Email: gfooster@sjrwmd.com

CONTRACTOR

TBD, Project Manager
 TBD
 TBD
 TBD
 Phone: TBD
 Email: TBD

- (b) The District’s Project Manager shall have sole responsibility for transmitting instructions, receiving information, and communicating District policies and decisions regarding all matters pertinent to performance of the Work.
- (c) Contractor shall ensure that a Florida licensed water well contractor supervises all Work that constitutes water well contracting or any activity for which a license as a water well contractor is required. Contractor shall provide efficient supervision of the Work, using its best skill and attention. Contractor shall keep on the worksite during its progress a competent supervisor that is satisfactory to the District. All directions given to the on-site supervisor shall be as binding as if given to Contractor. If the District has reason to believe that any person on the job is incompetent, disorderly, or is working contrary to the Agreement or the District’s instructions and notifies Contractor of such, then that person shall be immediately dismissed from the project and shall not perform any further work connected with this Agreement. The District may request Contractor replace its Project Manager if said manager fails to carry the Work forward in a competent manner, follow instructions or specifications, or for other reasonable cause.
- (d) Contractor shall maintain an adequate and competent professional staff. Contractor’s employees, subcontractors, or agents shall be properly trained to meet or exceed any specified licensing, training and/or certification applicable to their profession. Upon request, Contractor shall furnish proof thereof.

11. SCHEDULING AND WORK PLANNING; PROGRESS REPORTING

- (a) **Progress Reports.** Contractor shall provide to the District the project summary and update/status reports regarding directive in the applicable Statement of Work. Reports will provide detail on progress of the Work and outline any potential issues affecting completion or the overall schedule. Reports may be submitted in any form agreed to by District’s Project Manager and Contractor, and may include emails, memos, and letters.
- (b) **Progress Meetings.** The District may conduct progress meetings with Contractor on a frequency to be determined by the District. In such event, Contractor shall make available its Project Manager and other appropriate personnel to discuss matters pertinent to the Work.

12. FORCE MAJEURE

- (a) **Force Majeure.** Contractor shall not be liable for failure to carry out the terms of this Agreement to the extent such failure is due to a Force Majeure event, except for failures that could have been reasonably foreseen and guarded against so as to avoid or reduce the adverse impact thereof. A Force Majeure event is hereby defined as the failure to carry out any of the terms of this Agreement due to any one of the following circumstances beyond the control of Contractor: (a) the operation and effect of rules, regulations, or orders promulgated by any commission, county, municipality, or governmental agency of the State of Florida or the United States, (b) a restraining order, injunction, or similar decree of any court of competent jurisdiction, (c) war, (d) flood, (e) earthquake, (f) fire, (g) severe wind storm, (h) acts of public disturbance, (i) quarantine restrictions, (j) epidemics, (k) strikes, (l) freight embargoes, or (m) sabotage. The times specified herein for performances include delays that can ordinarily be anticipated due to adverse weather conditions. The District is not obligated to grant an extension of time due to adverse weather conditions unless such conditions rise to the level of Force Majeure.
- (b) **Delay.** Contractor shall not be compensated for delays caused by Contractor's inefficiency, rework made necessary by Contractor's error, failure to perform the Work as scheduled, or any other corrective or productivity measures made necessary by errors, omissions, or failures to properly perform the Work. Within 24 hours of onset of a delay, Contractor shall notify the District in writing of the delay, which shall provide: (1) a detailed description the delay and its probable duration, (2) the specified portion of the Work affected, and (3) an opinion as to the cause of the delay and liability (if any) for the delay. Notices provided more than ten calendar days after the inception of the delay shall only be effective as to additional costs or delay incurred during the ten-day period preceding receipt of such notice. In the case of continuing cause delay for the same cause, only one notice of delay is necessary. **Failure to provide this notice waives any claim for extension of time or additional compensation resulting from such delay.** If the delay is due to the failure of another District contractor to complete its work in a timely manner, changes ordered in the Work, a Force Majeure event, or any other cause which the District, in its sole judgment and discretion, determines to justify the delay, then the Completion Date may be extended as necessary to compensate for the delay. All time extensions shall be in the form of a written amendment signed by both parties.

13. AMENDMENTS; EMERGENCY CHANGES IN WORK

- (a) **Amendments.** The parties may not amend this Agreement except in writing. Modifications that alter, add to, or deduct from the Work, or otherwise modify the terms of this Agreement shall be implemented through a change order or formal amendment, specifying the nature of the change and any associated change in the Total Compensation and/or Completion Date. The District's Project Manager may make changes to the instructions in a Notice to Proceed through written notice to the Contractor's Project Manager. The District's Project Manager may also issue a District Supplemental Instruction (DSI) form (Attachment C) to authorize minor adjustments to the Work that are consistent with the purpose of the Work. Both parties must sign the DSI. A DSI may not be used to change the Total Compensation, quantity, quality, or the Completion Date of the Work, or to change or modify the Agreement.
- (b) **Emergency Changes in Work.** In the event an emergency endangering life or property requires immediate action, the District may give Contractor an oral instruction to proceed with an emergency change in the Work, which will be confirmed in writing within five calendar days. Within 15 days after commencement of the emergency change in the Work, Contractor shall provide the District with a written estimate of any increased costs or delays as a result thereof. **Failure to so notify the District constitutes a waiver of any right to an extension of time or increase in compensation.** Within 15 calendar days after receipt of Contractor's estimate, the

parties shall negotiate a Change Order. If unable to reach agreement, disputed issues shall be resolved pursuant to the dispute resolution procedure. In no event shall Contractor decline to perform the emergency change in the Work.

14. TERMINATION AND SUSPENSION OF AGREEMENT

- (a) **District Termination for Cause.** The Agreement, may be terminated by the District for cause in the event of any breach hereof, including, but not limited to, Contractor's: (1) failing to carry forward and complete the Work as provided herein; (2) failing to comply with applicable laws, regulations, permits, or ordinances; (3) failing to timely correct defective Work; (4) making a general assignment for the benefit of its creditors; (5) having a receiver appointed because of insolvency; (6) filing bankruptcy or having a petition for involuntary bankruptcy filed against it; (7) failing to make payments when due to subcontractors, vendors, or others for materials or labor used in the Work; (8) making a material misrepresentation to the District regarding the Work, or (9) any other material breach of this Agreement. In such event, the District shall provide Contractor with written notice of its intention to terminate this Agreement, stating the nature of the deficiency and the effective date of termination. At the District's sole judgment and discretion, the District may afford Contractor an opportunity to cure said deficiency, in which event the notice shall specify the time allowed. Upon termination, the District may take possession of the premises and of all materials thereon and finish the Work by whatever means it deems expedient. In such event, Contractor shall not receive any further payment until the Work is completed by the District. Contractor shall be liable for all costs involved in completing the Work, including additional managerial and administrative services, which shall be offset against any amount due to Contractor.
- (b) **District Termination for Convenience.** Notwithstanding any other provision hereof, the District may at any time terminate this Agreement, in whole or in part, without cause, upon 30 days' written notice to Contractor. In such event, Contractor shall be compensated for any Work performed prior to the date of termination and for materials that were ordered prior to receipt of notice of termination that cannot be returned to the vendor, which shall become District property. Upon receipt of notice, Contractor shall discontinue the Work on the date and to the extent specified therein and shall place no further orders for materials, equipment, services, or facilities, except as needed to continue any portion of the Work not terminated. Contractor shall also make every reasonable effort to cancel, upon terms satisfactory to the District, all orders or subcontracts related to the terminated Work. Contractor may not claim any compensation not specifically provided for herein, including, but not limited to: loss of anticipated profits; idle equipment, labor, and facilities; any additional claims of subcontractors and vendors.
- (c) **District Suspension for Cause.** The District may issue a written partial or full Stop Work Notice in the event Contractor fails to comply with or is negligent in performing any provision of the Agreement. All performance shall immediately cease as per such notice and no further billable costs shall be incurred. The District may terminate this Agreement or a Notice to Proceed if Contractor fails or refuses to comply with a Stop Work Notice.
- (d) **District Suspension for Convenience.** The District may direct Contractor to stop Work, in whole or in part, whenever, in the District's sole judgment and discretion, such stoppage is necessary to ensure proper completion of the Work, avoid injury to third persons, or otherwise meet the District's objectives. The District shall provide Contractor not less than five days' written notice, except in emergency circumstances. Contractor shall immediately comply with such notice. Should such stoppage increase Contractor's cost, an equitable adjustment will be made by Change Order. The notice shall be effective until rescinded in writing, unless the period of suspension is stated in the notice.

(e) Contractor's Right to Stop Work or Terminate Agreement

- (i) **Stop Work.** Contractor may stop work only under the following circumstances: (1) the Work is ordered temporarily discontinued by a court or other public authority; (2) it is necessary to stop work in order to protect the safety of Contractor or third persons; or (3) the District fails to pay Contractor when due any undisputed and adequately documented sum certified for payment by the District Project Manager. In such event, Contractor shall provide the District not less than seven days prior written notice of its intention to stop work, except in emergency circumstances or when necessary to prevent injury to persons or property.
- (ii) **Termination.** Contractor may terminate this Agreement under only the following circumstances: (1) the Work is ordered discontinued by a court or other public authority, through no act or fault of Contractor, for a period of not less than three months; (2) the District fails to pay Contractor when due any undisputed and adequately documented sum certified for payment by the District Project Manager. In such event, Contractor shall provide not less than 20 days written notice of its intention to terminate and afford the District the opportunity to cure said deficiency within said time period.
- (iii) **Duty to Perform.** Except as expressly provided above, in the event of any event, dispute, or other matter arising under this Agreement, Contractor shall fully perform the Work in accordance with the District's written instructions and may claim additional compensation as a Change Order, subject to the dispute resolution procedure.

15. CANCELLATION AND TERMINATION OF NOTICE TO PROCEED**(a) Cancellation of Notice to Proceed.**

- (i) The District may cancel a Notice to Proceed if Contractor fails to (1) acknowledge receipt and acceptance of the Work specified in a Notice to Proceed via email or (2) Mobilize within 14 days of issuance of a Notice to Proceed.
- (ii) If the Notice to Proceed is cancelled, the District will provide written notice to the Contractor's Project Manager.
- (iii) If cancelled, a Notice to Proceed is null and void, and the Contractor is no longer authorized to perform the work specified therein.

(b) Termination of a Notice to Proceed.

- (i) The District may terminate a Notice to Proceed in its discretion at any time after it has been issued. A Notice to Proceed may be otherwise terminated or cancelled upon written agreement of the parties.

If a Notice to Proceed has been terminated, then the Contractor will be compensated for the work performed through the termination date, at the rates set forth in the Cost Schedule.

ADDITIONAL PROVISIONS**(In Alphabetical Order)****16. DEFINITIONS**

ADDENDA: Written or graphic instruments issued prior to the opening of responses, which make additions, deletions, or revisions to the solicitation or contract documents.

AGREEMENT: The written contract between the District and Contractor covering the Work, which includes all documents attached to this Agreement or incorporated herein by reference. The words “contract” and “Agreement” are synonymous in these documents.

AMENDMENT: Any written change made to the terms and conditions of the Agreement.

BID: The written offer of Respondent (when submitted on the reproduced approved forms) to perform the Work and furnish the necessary materials in accordance with the provisions of this Agreement.

BUSINESS DAY: Monday through Friday, excepting those holidays observed by the District – New Year’s Day, Martin Luther King Day, Memorial Day, Independence Day, Labor Day, Veteran’s Day, Thanksgiving (and Friday), and Christmas Day.

CHANGE ORDER: A written agreement of the parties after the Commencement Date to amend this Agreement or a Notice to Proceed so as to modify a Statement of Work or the Total Compensation or provide for an extension of time.

CONTRACTOR: Contractor, its officers, employees, agents, successors, and assigns.

CONTRACTOR’S PROJECT MANAGER: The individual designated by the Contractor to be responsible for overall coordination, oversight, and management of the Work for Contractor.

INVITATION FOR BIDS: An advertised solicitation for sealed competitive Bids, with the title, date, and hour of the public opening designated. It includes a detailed description of the goods and/or services sought, the date for submittal of Bids, and all contractual terms and conditions.

MOBILIZE: All preparations necessary to begin the Work, including delivering all necessary equipment, materials, and personnel to the specified Work location.

NOTICE TO PROCEED: Formal written notification from the District to the Contractor to begin performance of the Work as described therein.

PERSON: Any individual, partnership, society, association, joint stock company, corporation, estate, receiver, trustee, assignee, referee, or capacity, whether appointed by a court or others, and any combination of individuals.

SHARED FUNDING CAP: the total maximum funding authorized for all awarded contracts when multiple vendors are selected in a solicitation.

STATEMENT OF WORK: The District’s written directions, requirements and technical specifications for completing the Work. Standards for specifying materials or testing that are incorporated therein by reference shall have the same force and effect as if fully set forth therein.

SUBCONTRACTORS: Those persons having a direct contract with Contractor relating to performance of the Work, including one who furnishes material worked into a special design in accordance with the plans or specifications of the Work, but not including one who merely furnishes material.

TOTAL COMPENSATION: The total funds to be expended pursuant to this Agreement upon satisfactory completion of the Work.

WORK: All labor, materials, equipment, transportation, supporting documentation, and other products, services, or facilities necessary for complete performance of the Agreement.

17. ASSIGNMENT AND SUBCONTRACTS

- (a) Contractor shall not sublet, assign, or transfer any Work or assign any monies due hereunder, without the District’s prior written consent. As soon as practicable after signing this Agreement, but not less than seven business days prior to the effective date of any subcontracts, Contractor shall notify the District’s Project Manager in writing of the name of any subcontractor that has

not been previously disclosed in the procurement process. Within five business days the District shall indicate its approval or disapproval, which shall not be unreasonably withheld. Failure to timely provide such approval or disapproval shall constitute approval. Neither District approval of a subcontractor nor any other provision of this Agreement creates a contractual relationship between any subcontractor and the District. Contractor shall be allowed a maximum 15% markup of their subcontractor's work for oversight and management.

- (b) Contractor is responsible for fulfilling all work elements in any subcontracts and payment of all monies due. Contractor is fully responsible to the District for the acts and omissions of its subcontractors and persons directly or indirectly employed by them, and shall hold the District harmless from any liability or damages resulting from any subcontract to the extent allowed by law.

18. **AUDIT; ACCESS TO RECORDS.** Contractor must preserve its books and other records involving transactions related to this Agreement and provide the District, or its duly authorized representatives, access and necessary facilities to inspect and audit those records for five years after the receipt of funds. If an examination or audit is performed, Contractor must continue to maintain all required records until such audit has been completed and all questions arising from it are resolved. Contractor shall refund any payment(s) that are found to not constitute allowable costs based upon an audit examination.
19. **CIVIL RIGHTS.** Pursuant to chapter 760, Fla. Stat., Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, pregnancy, or national origin, age, handicap, or marital status.
20. **CLEANUP; EQUIPMENT REMOVAL.** Upon expiration or termination of this Agreement, Contractor shall remove from District property and all public and private property all machinery, equipment, supplies, surplus materials, temporary structures, rubbish, and waste materials resulting from its activities. After 20 days, the District may sell or dispose of any materials left at the worksite as it sees fit and deduct the cost of sale or disposal from any amounts due to Contractor. Any revenues obtained shall be applied toward costs incurred by the District, with excess revenues paid to Contractor.
21. **COOPERATION WITH THE INSPECTOR GENERAL, PURSUANT TO §20.055(5) FLA. STAT.** Contractor and any subcontractors understand and will comply with their duty, pursuant to §20.055(5), Fla. Stat., to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing.

22. COORDINATION WITH THE DISTRICT AND OTHER DISTRICT CONTRACTORS

- (a) The District may let other contracts in connection with the Work. Wherever work done by the District or another District contractor is contiguous to Contractor's Work, the respective rights of the various interests shall be established by the District so as to secure completion of the Work. Contractor shall arrange its Work so as not to interfere with the District or other District contractors and join its Work to that of others in a proper manner, and in accordance with the intent of the Statement of Work. Contractor shall perform its Work in the proper sequence in relation to that of other District contractors, as may be directed by the District. Contractor shall afford other District contractors reasonable opportunity for introduction and storage of their materials and execution of their work, and shall properly conduct and coordinate its Work with theirs. Contractor shall take into account all contingent work to be done by others and shall not plead its want of knowledge of such contingent work as a basis for delay or non-performance. Contractor shall be liable for any damage it causes to the work performed by other District contractors.
- (b) If any part of the Work depends for proper execution or results upon the work of other District contractors, Contractor shall inspect and promptly report any defects in the other contractors' work that render it unsuitable for Contractor's Work. Failure to so inspect and report shall constitute an acceptance of the other contractors' work as fit and proper for the reception of its Work, except as to defects which may develop in the other contractors' work after execution of the Work.

23. CORRELATION AND INTENT OF DOCUMENTS; QUESTIONS OR ISSUES REGARDING PERFORMANCE OF THE WORK

- (a) This Agreement and all attachments are complementary. What is called for by one is as binding as if called for by all. The intent is to include all labor and materials, equipment, transportation, and incidentals necessary for the proper and complete execution of the Work. Materials or work described in words, which so applied have a well-known technical or trade meaning, shall be held to refer to such recognized standards.
- (b) It is the District's intention to fully assist Contractor in the successful performance of the Work and to respond in a timely manner to questions or issues that arise. Contractor should discuss any questions or issues with the District's Project Manager and communicate such questions or issues in writing when required by this Agreement. The District shall respond through its Project Manager.

24. DISPUTE RESOLUTION

- (a) **During the course of work.** In the event any dispute arises during the course of the Work, Contractor shall fully perform the Work in accordance with the District's written instructions and may claim additional compensation. Contractor is under a duty to seek clarification and resolution of any issue, discrepancy, or dispute by submitting a formal request for additional compensation, schedule adjustment, or other dispute resolution to the District's Project Manager no later than 15 days after the precipitating event. If not resolved by the Project Manager within five business days, the Project Manager shall forward the request to the District's Office of General Counsel, which shall issue a written decision within 15 days of receipt. This determination shall constitute final action of the District and shall then be subject to judicial review upon completion of the Work. **Contractor shall proceed with the Work in accordance with said determination. This shall not waive Contractor's position regarding the matter in dispute.**
- (b) **Invoices.** In the event the District rejects an invoice as improper, and the Contractor declines to modify the invoice, the Contractor must notify the District in writing within ten days of receipt of

notice of rejection that the Contractor will not modify the invoice and state the reason(s) therefor. Within five business days of receipt of such notice, if not informally resolved through discussion with the District Project Manager, the Project Manager shall forward the disputed invoice and the Contractor's written response to the District's Office of General Counsel. The matter shall then proceed as described in subsection (a), above.

25. **DIVERSITY OPPORTUNITY.** The District is committed to the opportunity for diversity in its procurement activities, and encourages its vendors (contractors and suppliers) to make a good faith effort to ensure that women and minority-owned business enterprises (W/MBE) are given the opportunity for maximum participation as sub-contractors. The District will assist Contractor by sharing information on W/MBEs.

26. **DUTY TO INSPECT AND REPORT DEFICIENCIES IN STATEMENT OF WORK**

- (a) For any Work that is dependent upon conditions at the worksite, Contractor's acceptance of a Notice to Proceed represents and warrants that Contractor has inspected and satisfied itself concerning the nature and location of the Work and general and local conditions, including, without limitation: (1) conditions affecting transportation, disposal, handling, and storage of materials; (2) availability and quality of labor; (3) availability and condition of roads; (4) climatic conditions and seasons; (5) hydrology of the terrain; (6) topography and ground surface conditions; (7) nature and quantity of surface materials to be encountered; (8) equipment and facilities needed preliminary to and during the Work; and (9) all other matters that can affect the Work and the cost thereof. Contractor's failure to acquaint itself with such conditions will not relieve it from its responsibility for properly estimating the time required or cost of performing the Work. Where the District has investigated subsurface conditions, this data may be provided to Contractor or is available upon request. Contractor must either seek clarification concerning the data or assume the responsibility for its interpretation.
- (b) If Contractor discovers hidden or subsurface conditions that differ materially from those normally expected or indicated in the technical specifications, Contractor shall immediately, and before such conditions are disturbed, notify the District in writing of: (1) subsurface or latent physical conditions differing materially from those indicated in the technical specifications, or (2) unknown physical conditions of an unusual nature differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for herein. The District shall promptly investigate the conditions and determine whether they materially differ so as to cause an increase or decrease in Contractor's cost. Where the differing site conditions materially impact Contractor's cost, an equitable adjustment shall be made and the Agreement modified accordingly. No claim will be allowed if Contractor fails to provide the required notice.
- (c) If Contractor in the course of the Work finds any defect in the plans and specifications, including, but not limited to, any discrepancy between the drawings and the physical conditions at the worksite, or any errors or omissions in the drawings or in the layout, as given by points and instructions, it shall immediately inform the District in writing, which shall be promptly verified by the District. Any Work done after such discovery, until authorized, will be done at Contractor's risk as to cost overruns and modifications necessary to correct deficiencies in the Work. To ensure the proper execution of its subsequent Work, Contractor shall measure Work already in place or completed and shall immediately report any discrepancy between the executed Work and the drawings or other specifications.

27. **GOVERNING LAW, VENUE, ATTORNEY'S FEES, WAIVER OF RIGHT TO JURY TRIAL.** This Agreement shall be construed according to the laws of Florida and shall not be construed more strictly against one party than against the other because it may have been drafted by one of the parties. As used herein, "shall" is always mandatory. In the event of any legal proceedings arising from or related to this Agreement: (1) venue for any state legal proceedings is Putnam County and federal legal proceedings shall be in Duval County; (2) each party shall bear its own attorney's fees, including appeals; (3) for civil proceedings, the parties hereby consent to trial by the court and waive the right to jury trial.
28. **INTEREST IN THE BUSINESS OF CONTRACTOR; NON-LOBBYING.** Contractor certifies that no officer, agent, or employee of the District has any material interest, as defined in chapter 112, Fla. Stat., either directly or indirectly, in the business of Contractor to be conducted under this Agreement, and that no such person shall have any such interest at any time during the term of this Agreement. Pursuant to §216.347, Fla. Stat., monies received from the District pursuant to this Agreement shall not be used to lobby the Florida Legislature or any other state agency.
29. **INDEPENDENT CONTRACTOR.** Contractor is an independent contractor. Neither Contractor nor Contractor's employees are employees or agents of the District. Contractor controls and directs the means and methods by which the Work is accomplished. Contractor is solely responsible for compliance with all labor and tax laws pertaining to it, its officers, agents, and employees, and shall indemnify and hold the District harmless from any failure to comply with such laws. Contractor's duties include, but not be limited to: (1) providing Workers' Compensation coverage for employees as required by law; (2) hiring employees or subcontractors necessary to perform the Work; (3) providing any and all employment benefits, including, but not limited to, annual leave, sick leave, paid holidays, health insurance, retirement benefits, and disability insurance; (4) payment of all federal, state and local taxes, income or employment taxes, and, if Contractor is not a corporation, self-employment (Social Security) taxes; (5) compliance with the Fair Labor Standards Act, 29 U.S.C. §§ 201, et seq., including payment of overtime as required by said Act; (6) compliance with the Patient Protection and Affordable Care Act 42 U.S.C. §§ 18001, et seq.; and (7) providing employee training, office or other facilities, equipment and materials for all functions necessary to perform the Work. In the event the District provides training, equipment, materials, or facilities to meet specific District needs or otherwise facilitate performance of the Work, this shall not affect Contractor's duties hereunder or alter Contractor's status as an independent contractor. This paragraph does not create an affirmative obligation to provide any employee benefits not required by law.
30. **INSPECTION AND TESTING OF WORK; REJECTION OF WORK AND MATERIALS; TOOLS, PLANT, AND EQUIPMENT; MATERIAL SUBSTITUTION**
- a. **Tools, Plant, and Equipment.** If at any time before commencement of or during progress of the Work, tools, plant, or equipment appear to the District to be insufficient, inefficient, or inappropriate to secure the quality of Work or the proper rate of progress, the District may order Contractor to increase its efficiency, to improve its character, or to augment the number of or substitute new tools, plant, or equipment, as the case may be. Contractor shall conform to such order. If Contractor maintains that any such order is not in conformance with this Agreement, is unnecessary, or requires Contractor to incur excessive costs or delays, Contractor may submit a Change Order request. Failure of the District to make such demand shall not relieve Contractor of its obligation to secure the quality of the Work and the rate of progress necessary to timely complete the Work.

- b. **Material substitution.** Except where otherwise indicated, whenever a material or a piece of equipment required in the Work is shown in the specifications by using the name of the proprietary product or that of a particular manufacturer or vendor, any material, equipment, device, or article that will in the District's opinion at least equally perform the same duties imposed by the general design, considering quality, workmanship, economy of operation, and suitability for the purpose intended, may be considered "equal" and substituted for the material or piece of equipment originally specified. In the event Contractor desires the District to consider an item for substitution, Contractor shall submit a written request, which shall give all pertinent details and comparisons of the substitute with the item specified. The District will notify Contractor in writing of its acceptance or rejection. In all cases, new material shall be used. Contractor shall pay all costs resulting from inspection or testing of materials or equipment proposed for substitution.
31. **LAND AND WATER RESOURCES.** Contractor shall not discharge or permit the discharge, directly or indirectly, of any fuels, oils, calcium chloride, acids, insecticides, wastes, toxic or hazardous substances, or other pollutants or harmful materials, onto any lands or into any surface or ground waters, including, but not limited to, streams, lakes, rivers, canals, ditches, or reservoirs. Contractor shall investigate and comply with all applicable federal, state, county, and municipal laws concerning toxic wastes, hazardous substances, and pollution of surface and ground waters. If any waste, toxic or hazardous substance, or other material that can cause pollution, as defined in §403.031, Fla. Stat., is dumped or spilled in unauthorized areas, Contractor shall notify the District thereof within one workday and thereafter shall remove the material and restore the area to its original condition. If necessary, contaminated ground shall be excavated and disposed of as directed by the District and replaced with suitable fill material, compacted and finished with topsoil, and planted as required to re-establish vegetation. All cleanup and disposal costs shall be borne by Contractor.
32. **NUISANCE.** Contractor shall exercise every reasonable means to avoid creating or continuing a public or private nuisance resulting from the Work, including, but not limited to: (1) excessive noise associated with radio or other forms of electronic entertainment for persons at the worksite; (2) dust from construction operations, and (3) the uncontrolled flow of surface waters.
33. **PERMITS AND LICENSES; COMPLIANCE WITH LAW.** Contractor shall comply with all applicable federal, state and local laws and regulations, including those pertaining to health and safety. All materials used and work performed must conform to the laws of the United States, the state of Florida and county and municipal ordinances. Contractor represents and warrants that it is duly licensed to perform the Work in accordance with the laws of the state of Florida and the county or municipality in which the Work is to be performed. Unless otherwise specifically provided for herein, Contractor shall give to the proper authorities all required notices relative to the Work in its charge; obtain and pay for all official permits or any other licenses, including any and all professional licenses required by the nature of the Work; and furnish any bonds, security, or deposits required to permit performance of the Work. Contractor is responsible for the resolution of any issues resulting from a finding of noncompliance by any regulatory agencies, due to the Contractor's failure to comply with applicable regulatory requirements, including all costs for delays, litigation, fines, or other costs.
34. **PETROLEUM STORAGE TANKS.** Any petroleum storage tanks with a capacity of 55 gallons or greater that Contractor brings onto District property must be either double-walled or kept within secondary containment that will contain 110% of the tank volume.

35. PUBLIC RECORDS

- (a) Contractor is responsible for identifying confidential trade secret information as such upon submittal to the District. Notwithstanding any other provision hereof, the District shall not be liable to Contractor for release of confidential information not identified as such upon submittal. If the District receives a public records request that requests information claimed to be confidential by Contractor, the District shall take such steps as are necessary to comply with chapter 119, Fla. Stat., while protecting the confidentiality of trade secret information. In the event of a dispute as to whether the requested information is a trade secret, Contractor shall be liable for all costs incurred by the District resulting from the dispute, including any court costs and attorney's fees. The calculation of those costs shall not include costs that are charged to the public records requestor.
- (b) Contractor shall comply with Florida Public Records law under Chapter 119, Fla. Stat. Records made or received in conjunction with this Agreement are public records under Florida law, as defined in §119.011(12), Fla. Stat. Contractor shall keep and maintain public records required by the District to perform the services under this Agreement.
- (c) If Contractor meets the definition of "Contractor" found in §119.0701(1)(a), Fla. Stat.; [i.e., an individual, partnership, corporation, or business entity that enters into a contract for services with a public agency and is acting on behalf of the public agency], then the following requirements apply:
 - (i) Pursuant to §119.0701, Fla. Stat., a request to inspect or copy public records relating to this Agreement for services must be made directly to the District. If the District does not possess the requested records, the District shall immediately notify the Contractor of the request, and the Contractor must provide the records to the District or allow the records to be inspected or copied within a reasonable time. If Contractor fails to provide the public records to the District within a reasonable time, the Contractor may be subject to penalties under s. 119.10, Fla. Stat.
 - (ii) Upon request from the District's custodian of public records, Contractor shall provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Fla. Stat., or as otherwise provided by law.
 - (iii) Contractor shall identify and ensure that all public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the Contractor does not transfer the records to the District.
 - (iv) Upon completion of the Agreement, Contractor shall transfer, at no cost to District, all public records in possession of Contractor or keep and maintain public records required by the District to perform the services under this Agreement. If the Contractor transfers all public records to the District upon completion of the Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records that are stored electronically must be provided to the District, upon request from the District's custodian of public records, in a format that is accessible by and compatible with the information technology systems of the District.
- (d) IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLA. STAT., TO THE**

**CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS
RELATING TO THIS AGREEMENT, CONTACT THE DISTRICT'S
CUSTODIAN OF PUBLIC RECORDS AT:**

**District Clerk
St. Johns River Water Management District
4049 Reid Street
Palatka, Florida 32177-2571
(386) 329-4124
clerk@sjrwmd.com**

36. **RELEASE OF INFORMATION.** Contractor shall not publish or release any information related to performance of this Agreement, or prepare, publish, or release any news or press release in any way related to this Agreement, without prior District review and written consent.
37. **REMEDIES FOR NON-PERFORMANCE.** In the event of incomplete or damaged Work caused by Contractor's failure of performance, the District may terminate this Agreement or Notice to Proceed for cause. Alternatively, the District, in its sole discretion and judgment, may allow Contractor to correct the deficiency at its expense. If the District determines that it is not in its best interest for Contractor to correct the deficiency, the District may pursue any or all of the following remedies, in whole or in part: (1) accept the Work as is and deduct the reasonable value of the deficient Work from the applicable Notice to Proceeds' Total Compensation; (2) complete the Work through the utilization of District employees and deduct the cost thereof from the applicable Notice to Proceeds' Total Compensation; (3) contract with a third party to complete the deficient Work and deduct the cost thereof from the applicable Notice to Proceeds' Total Compensation. In addition to the remedies set forth above, the District may avail itself of any statutory and/or common law remedies. Delay or failure by the District to enforce any right or remedy hereunder shall not impair, or be deemed a waiver of, any such right or remedy, or impair the District's rights or remedies for any subsequent breach of this Agreement.
38. **SAFETY.** For any Work that is to be performed on premises that are owned or controlled by the District (the Premises), Contractor has the sole and exclusive duty for the safety of the premises. Contractor shall provide and maintain sufficient protection for the safety of its employees and other persons who may utilize the Premises, and prevent damage to District property, materials, and equipment. Contractor shall at all times enforce strict discipline and good order among its employees and shall not employ any unfit person or anyone not skilled in the work assigned. Neither Contractor nor its subcontractors shall allow or cause to be allowed any hunting or any weapons, animals, alcohol, or drugs, on or from the Premises or adjacent property. Contractor employees shall not park their vehicles or store equipment or materials adjacent to roads where it may be a hazard to traffic. Contractor shall ensure that only authorized personnel are allowed on the worksite and shall post notices warning both employees and the public of all safety hazards created by Contractor.
39. **SCRUTINIZED COMPANIES.** Contractor certifies that it is not on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. Pursuant to §287.135, Fla. Stat., the District may terminate this Agreement at its sole option if Contractor is found to have submitted a false certification; or if Contractor is placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement. If this Agreement is for more than one million dollars, Contractor certifies that it is also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List,

or engaged with business operations in Cuba or Syria as identified in §287.135, Fla. Stat. Pursuant to §287.135, Fla. Stat., the District may terminate this Agreement at its sole option if Contractor is found to have submitted a false certification; or if Contractor is placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

40. **USE OF COMPLETED PORTIONS OF THE WORK.** The District shall have the right to take possession of and use any completed or partially completed portions of the Work, notwithstanding the fact that the time for completing the entire Work or such portions may not have expired. Such taking of possession and use will not be deemed an acceptance of any Work not completed. If such possession and use increases the cost of or delays the Work, Contractor shall be entitled to a Change Order for extra compensation, or extension of time, as necessary, to offset the effect of such prior possession and use.

41. **WARRANTY**

- (a) Contractor warrants that the Work, workmanship and material furnished by Contractor shall be new and of specified quality, shall conform to the requirements of this Agreement, shall be free from defects, and shall be free from any security interest, lien, or other encumbrances. This warranty shall remain in effect for a period of 12 months after completion of the Work, unless otherwise specified herein. Any defective Work, workmanship, or material corrected during the warranty period shall be similarly warranted for 12 months following its correction or for such other period as specified herein. The express warranty set forth herein shall not be exclusive and shall not act as a limitation upon any statutory or other warranty of any kind, express or implied, including any implied warranty of merchantability or fitness for a particular purpose.
- (b) In the event of breach of this warranty, Contractor shall take the necessary actions to correct the breach in the most expedient manner as dictated by then-existing circumstances. All costs incidental to the repair, replacement, redesign, and testing incurred as a result thereof, including the removal, replacement, and reinstallation of equipment in place when the Work was started, shall be Contractor's responsibility. Upon written notification of a breach, Contractor shall promptly send the necessary personnel to the project site to assume responsibility for corrective action. Time is of the essence. Contractor shall be afforded necessary and reasonable access to perform warranty work. If Contractor fails to promptly correct the breach, the District may take corrective action without waiving any other rights or remedies it may have, and Contractor shall reimburse the District for all expenses reasonably incurred in performing such corrective action.

42. **NOTICE TO PROCEED**

- (a) All Work must be authorized by the District through a Notice to Proceed. Contractor shall not perform any Work that has not been authorized by a Notice to Proceed.
- (b) All Notices to Proceed will be issued at the District's discretion. The District makes no guarantees of any amount of work to be authorized under the Agreement.
- (c) The District will transmit an issued Notice to Proceed to the Contractor's Project Manager via email. Contractor will have three days after the email is sent to acknowledge receipt and acceptance of the Work authorized in the Notice to Proceed.
- (d) Within 14 days of issuance of a Notice to Proceed, Contractor shall Mobilize as directed in the Notice to Proceed.
- (e) Each Notice to Proceed shall include a maximum billing amount for the authorized work. Contractor may not invoice the District for any amounts in excess of the maximum billing amount specified in the Notice to Proceed. The Contractor is solely responsible for ensuring

Work is not performed beyond the maximum billing amount. If Contractor believes the authorized Work will exceed the maximum billing amount, Contractor must notify the District's Project Manager. At the District's option, the District's Project Manager may elect to modify the maximum billing amount.

43. **WORK SCHEDULE.** Work schedule is established with each issued Notice to Proceed.

IN WITNESS WHEREOF, the St. Johns River Water Management District has caused this Agreement to be executed on the day and year written below in its name by its Executive Director, or duly authorized designee, and Contractor has caused this Agreement to be executed on the day and year written below in its name by its duly authorized representatives, and, if appropriate, has caused the seal of the corporation to be attached. This Agreement may be executed in separate counterparts, which shall not affect its validity. Upon execution, this Agreement constitutes the entire agreement of the parties, notwithstanding any stipulations, representations, agreements, or promises, oral or otherwise, not printed or inserted herein. This Agreement cannot be changed by any means other than written amendments referencing this Agreement and signed by all parties.

ST. JOHNS RIVER WATER
MANAGEMENT DISTRICT

CONTRACTOR

By: _____
Mary Ellen Winkler, J.D., Assistant Executive Director

By: _____

Typed Name and Title

Date: _____

Date: _____

- Attachments:
- Attachment A — Statement of Work/Technical Specifications
 - Attachment B — Insurance Requirements
 - Attachment C — District's Supplemental Instructions (sample)
 - Attachment D — Notice to Proceed Authorization (sample)

ATTACHMENT A — STATEMENT OF WORK
ARTESIAN WELL PLUGGING SERVICES

I. INTRODUCTION/BACKGROUND

The purposes of this project are to prevent the contamination of water, the uncontrolled flow of water from wells, and to prevent inter-aquifer flow of water through well bores. The purpose shall be met by permanently abandoning wells through the St. Johns River Water Management District's (District) Abandoned Artesian Well Plugging Cooperative Cost Sharing Program. This work shall be performed in accordance with Chapter 40C-3, *Florida Administrative Code (F.A.C)* and Chapter 373, *Florida Statutes (F.S.)*.

II. OBJECTIVE

The objective of this work is to permanently abandon artesian wells within the timeframe specified by a Proceed. All work must be authorized by a Notice to Proceed, which the District may issue on an as-needed basis.

Work Authorization Procedure

All Work must be authorized through a Notice to Proceed, which shall issue as an electronic Notice to Proceed Well Packet. The electronic Notice to Proceed Well Packet will include number of wells, well location, description of the Work, maximum billing amount, and timeframe to complete the Work. Contractor will be responsible for determining appropriate resources to complete the Work. At any time during an active Notice to Proceed the District in its sole discretion may add up to two additional priority wells within the designated geographical area identified in the Notice to Proceed Well Packet.

The firm awarded the primary contract ("Primary Firm") will have the first option to accept work authorized by an electronic Notice to Proceed Well Packet. The District Project Manager will transmit the Notice to Proceed Well Packet via email to the Primary Firm and follow up with a phone call to the firm's project manager. The Primary Firm will then have three (3) days after the email has been sent to acknowledge receipt and accept the work specified in the Notice to Proceed Well Packet. The Primary Firm's project manager may acknowledge receipt via email to the District's Project Manager. The Primary Firm will have 14 days from the issuance of the Notice to Proceed Well Packet to Mobilize (as defined in the Agreement).

If the Primary Firm fails to (1) acknowledge receipt and acceptance of the work specified in the Notice to Proceed Well Packet or (2) Mobilize within the 14-day time frame, then the District may cancel the Notice to Proceed Well Packet in its discretion. If cancelled, the District will provide notice to the Primary Firm's listed Project Manager. A cancelled Notice to Proceed Well Packet is null and void, and the Primary Firm is no longer authorized to perform the work specified therein.

The District will then issue a Notice to Proceed to the alternate firm with the next lowest bid. This firm will then have three (3) days after the email has been sent to acknowledge receipt and acceptance of the work specified in the Notice to Proceed. The alternate firm's project manager may acknowledge receipt via email to the District's Project Manager. The alternate firm will have 14 days from the issuance of the Notice to Proceed to Mobilize.

If this firm fails to (1) acknowledge receipt and acceptance of the work specified in the Notice to Proceed Well Packet or (2) Mobilize within the 14-day time frame, the District may cancel the Notice to Proceed Well Packet in its discretion. If the Notice to Proceed Well Packet is cancelled, the District will provide notice to the alternate firm's listed Project Manager. A cancelled Notice to Proceed Well Packet is null and void, and this firm is no longer authorized to perform the work specified therein.

This Notice to Proceed procedure will continue in this manner until an alternate firm agrees to the Notice to Proceed terms or the District determines it will not pursue the Notice to Proceed.

The list of firms and their respective bid order is attached as Exhibit 3.

The District retains sole discretion in determining when a Notice to Proceed may be issued under the Agreement.

II. SCOPE OF WORK

The Contractor shall supply all materials, equipment, and support vehicles to complete the well abandonment as identified in the Notice to Proceed. The work contained in this project includes all labor, equipment, and supervision by Contractor to permanently abandon the wells.

The Contractor shall abandon each well by filling it from bottom to top with neat cement grout and limited gravel in select intervals to be established based on field conditions. Prior to abandonment, the Contractor shall determine the total depth of the well by using the tremie pipe to determine depth below land surface and measure well flows in inches above top of casing. Although not anticipated at this time, should the need arise, the Contractor shall drill out obstructions based on field conditions and as directed by the District's Project Manager. It should be noted that excavation around some wells may be required to determine the best drilling options for some of the problematic sites. Each lift of cement (and interval of gravel, if installed) shall be hard tagged by tremie prior to installation of additional cement. Upon completion of abandonment, the casing shall be cut off one foot below land surface. Site cleanup shall consist of removal and disposal of all debris from the abandonment process, including cut-off casing, valves, and distribution lines visible at the wellhead, and restoration of the site to pre-abandonment conditions. In the event that field conditions prevent abandonment, Contractor may be required to make minor repairs to the wellhead such as installing a valve or other approved flow control system.

Most well sites are considered to be accessible by standard truck-mounted drilling and/or grouting equipment. At these sites, the standard mobilization fee (as stated in Item #1 of the Cost Schedule) shall apply to the Notice To Proceed. If a particular well is clearly identified to present unusual access problems, the Contractor shall be instructed in an email on how to proceed with access for that site. Some sites may require excavation and shoring in which case the Contractor's time shall be paid as Wellhead Repair (as stated in Item #4 of the Cost Schedule). Charges for this additional equipment shall be agreed upon before any work begins, and shall be listed on the Contractor Daily Summary Sheet and authorized through verbal approval by the District's Project Manager followed by an email.

The Contractor shall comply with all District and local permitting requirements. As required by Chapter 40C-3 *F.A.C.*, upon completion of the work, Contractor shall provide the District's Project Manager with Well Completion Reports for each well plugged.

The Contractor shall, at their expense, procure and maintain current and valid permits, certificates, and licenses required by law for execution of the work, including the State of Florida License for Water Well Contractors. The Contractor shall comply with all laws, ordinances, rules, and regulations relating to the performance of the work.

IV. MINIMUM REQUIREMENTS FOR ABANDONMENT OF WELLS

The Contractor shall meet the following requirements:

- 1) On wells 6" or larger and any well flowing 300 gpm or greater, that cannot be controlled at the wellhead, a Minimum tremie pipe diameter 1 ¼ inches is required except Tremie pipe may be less

than 1 ¼ inches if obstructions are present or unusual issues exist and it is approved by the Project Manager.

- 2) On all wells 6" or greater, a positive displacement pump capable of pumping cement slurry at a minimum density of 14.4 pounds per gallon against head pressures expected during abandonment of artesian wells. Centrifuge/Trash pumps can only be used on low flowing wells 4" in diameter or less.
- 3) Pumps must be capable of pumping a cement volume sufficient to overcome artesian flow in excess of 150 gallons per minute. While it is anticipated that the majority of well flows will be less than 300 gallons per minute on occasion some well flows could reach upwards of 900 gallons per minute (gpm).
- 4) The Contractor must maintain control of a flowing well at all times, through valves or plugs before plugging is attempted. The District's Project Manager can waive this requirement in writing if the well is too badly damaged to gain any effective control.
- 5) If the Contractor is mixing cement on site and the wells are 5" in diameter or greater they must maintain a sufficient crew and equipment (minimum 3 person and 2 support trucks) that can mix and pump at a minimum of 105 (94-lb bags) of cement per day.

V. TASK IDENTIFICATION

- 1) Mobilize and Verify Total Depth:
 - a. Mobilize abandonment equipment
 - b. Verify total depth of well and document
 - c. Measure and document flow in inches above top of well casing, when applicable
 - d. Wash tremie or drill out partial obstruction (if necessary and as directed by Project Manager)
- 2) Abandon Well:
 - a. Furnish and install neat cement grout from total depth to land surface using tremie method
 - b. Tag top of previous cement lift on wells larger than 2 inches
 - c. Install gravel in lost circulation zone (in wells 4 inch or greater)
 - d. Install additional cement to 1 foot below land surface allowing enough room to cut off casing. Cut off casing approximately 1 foot below land surface.
 - e. If needed, add addition cement to top off well while ensuring gout remains at least 8 inches below land surface.
- 3) Demobilize and cleanup site. Before leaving site complete a final check on cement levels within the abandoned well.

V. DELIVERABLES

The Contractor shall notify the District's Project Manager prior to initiating any work. A District representative may be present daily to inspect the work. The work and all materials and equipment used are subject to inspection by the District's Project Manager or assigned District staff at all times. The District may reject any work or materials that do not comply with Chapter 40C-3 *F.A.C.*, rules. Any rejected work or materials shall be removed and replaced with approved material at no additional expense to the District. Contractor shall notify the District of any defective or imperfect material.

VI. INVOICING REQUIREMENTS

Contractor shall submit invoices upon delivery of work as determined by the Notice to Proceed. Contractor shall communicate with the District's Project Manager throughout the course of the Notice to Proceed. Payment shall be based on actual quantities of materials utilized and shall be paid as set forth in the Cost Schedule, up the maximum billing amount set forth in the Notice to Proceed.

Contractor shall submit all completed Well Completion Reports and completed Daily Summary sheets along with an invoice for each well to the District's project manager upon completion of work.

At the direction of the District's Project Manager, on those occasions that material purchases or equipment rentals are required and are not included in the Cost Schedule, the District will compensate the Contractor based on the actual cost, including applicable sales tax.

The Contractor shall provide a copy of the supplier's invoice(s) with the Contractor's invoice and identify the purchase in the Daily Summary Sheet. Altered or amended supplier invoices will be rejected. The total cost of work authorized shall not exceed the total cost identified in the Notice to Proceed.

VII. COST SCHEDULE

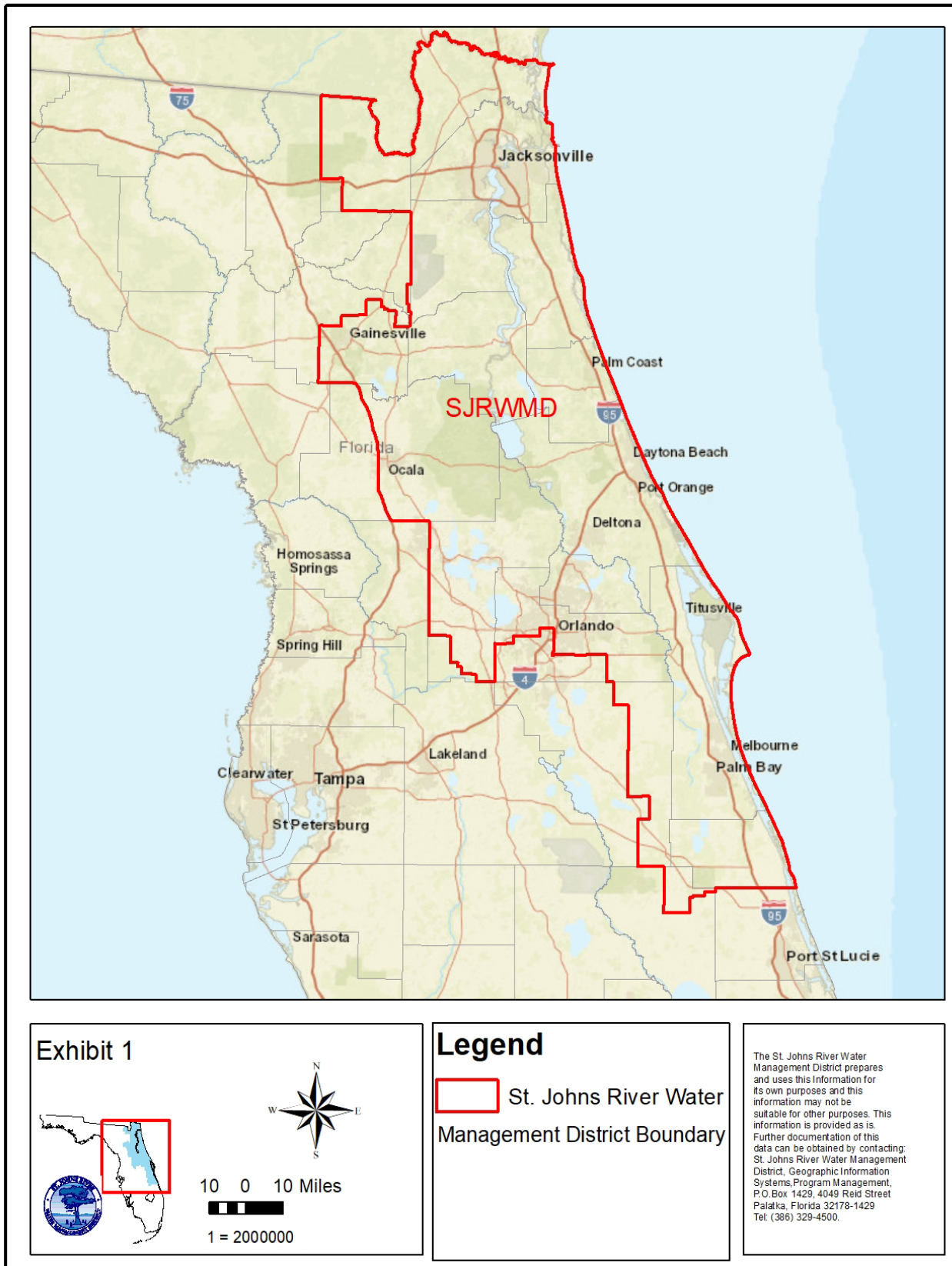
Work performed under this Agreement shall be invoiced according to the Cost Schedule set forth below.

	Item Description	Unit	Unit Cost (\$)
1	Mobilization of well plugging equipment (all pumps and supporting equipment)/Tag Well Depth/ Demobilization - (Generally one mob per well unless approved by the Districts Project Manager. Multiple wells on the same residential property will only include 1 mob unless special circumstance require it and is approved by the Districts Project Manager)	General Mob	\$XX
2	Drill Rig Mobilization: used to Clear Obstruction/Demobilization (Only applicable in special circumstances such as obstructions), REQUIRES prior authorization from District Project Manager **Rate set by District	Rig Mob	\$3,500 Set by District
3	Rig Time - Per hour of service, only as necessary **Rate set by District	Hour	\$375 Set by District
4	Well Head Repair includes excavation, cutting off well head and prepping well for abandonment. (Well head repair charges for additional time taken due to site conditions or circumstances out of the contractor's control must be approved by the District's Project Manager)	Hour	\$XX
5	Furnish Gravel and Install - .5 cu ft bags	Bag	\$XX
6	Furnish Gravel and Install - Per cubic yard	Cubic Yard	\$XX
7	Furnish and Install Cement Grout - Per 94-pound sack	Sack	\$XX

Attachments:

- Exhibit 1 – District MAP including all Regions
- Exhibit 2 – Contractor Reporting Form
- Exhibit 3 – Contractor Bidding Order List

EXHIBIT 1: MAPS – DISTRICT BOUNDARIES



Author, Source: C:\Users\gfoster\OneDrive - St. Johns River Water Management District\Desktop\Arc map1.mxd, Time: 5/12/2022 3:47:39 PM

EXHIBIT 2: CONTRACTOR DAILY SUMMARY SHEET

ATTACHMENT D – DAILY SUMMARY SHEET

WELL ID: _____ WELL DIAMETER (inches): _____

Daily Activity Week Ending Date: _____

		Mon	Tue	Wed	Thu	Fri	Sat	Sun
	Date							
On Site	Time							
Off Site	Time							
Flow Measurement in Inches above Top of Casing (Estimate Flow if measurement is unattainable)	Inches							
Total Depth of well	ft/bls							
Well Head Repair	Per hour							
Total bags of Cement Grout	94 lb bags							
Total amount of gravel	Cu yd							
Total amount of gravel	Per bag							

Comments:

Contractor Onsite Personnel: Print Name: _____ Initials _____

District Onsite Representative: Print Name: _____ Initials _____

EXHIBIT 3 – CONTRACTOR BIDDING ORDER LIST

PRIMARY CONTRACTOR:

1. _____

ALTERNATE CONTRACTORS (in bidding sequence):

2. _____

3. _____

4. _____

5. _____

6. _____

7. _____

8. _____

9. _____

10. _____

ATTACHMENT B — INSURANCE REQUIREMENTS

Contractor shall acquire and maintain until completion of the Work the insurance coverage listed below, which constitutes primary coverage. Contractor shall not commence the Work until the District receives and approves Certificates of Insurance documenting required coverage. Contractor's General Liability policy shall include Endorsement CG 20 10 04 13, or equivalent, naming the St. Johns River Water Management District (the "District") as Additional Insured. All required policies shall include: (1) endorsement that waives any right of subrogation (Endorsement CG 24 04 05 09, or equivalent) against the District for any policy of insurance provided under this requirement or under any state or federal worker's compensation or employer's liability act; (2) endorsement to give the District no less than 30 days' notice in the event of cancellation or material change. Certificates of Insurance must be accompanied by copies of the requested endorsements.

Any deductibles or self-insured retentions above \$100,000 must be declared to and approved by the District. Approval will not be unreasonably withheld. Contractor is responsible for any deductible or self-insured retention. Insurance must be placed with insurers having an A.M. Best rating of A-V or greater. District receipt of insurance certificates providing less than the required coverage does not waive these insurance requirements.

- (b) **Workers' Compensation Insurance.** Workers' compensation and employer's liability coverage, including maritime workers' compensation, if applicable, in not less than the minimum limits required by Florida law. If Contractor claims an exemption from workers' compensation coverage, Contractor must provide a copy of the Certificate of Exemption from the Florida Division of Workers' Compensation for all officers or members of an LLC claiming exemption who will be participating in the Work. In addition, Contractor must provide a completed District "Affidavit (Non-Construction)" for non-construction contracts.
- (c) **General Liability.** Commercial General Liability Insurance on an "Occurrence Basis," with limits of liability for each occurrence of not less than \$1,000,000 for personal injury, bodily injury, and property damage, with an aggregate of \$2,000,000. Coverage shall include: (1) contractual liability, (2) products and completed operations, (3) independent contractors, and (4) property in the care, control, or custody of the Contractor. Extensions shall be added or exclusions deleted to provide the necessary coverage.

Automobile Liability. \$500,000 combined single limit.

(d) Pollution/Environmental Impairment Liability Coverage

- (i) Contractor is responsible to provide this coverage through its automobile liability, general liability or a separate policy if it transports or stores fuel on a vehicle, trailer or piece of equipment.
- (ii) Contractor is responsible to provide this coverage through its general liability or a separate policy if it has a fuel storage tank stationed on the worksite.

Policy Limits. Not less than \$1,000,000 per claim, personal injury, bodily injury, and property damage and remediation costs.

ATTACHMENT C — DISTRICT’S SUPPLEMENTAL INSTRUCTIONS (sample)

DISTRICT SUPPLEMENTAL INSTRUCTIONS #

DATE:

TO: _____

, _____

FROM: Gary Foster, Project Manager

CONTRACT NUMBER: 39069

CONTRACT TITLE: Artesian Well Abandonments

The Work shall be carried out in accordance with the following supplemental instruction issued in accordance with the Contract Documents without change in the Contract Sum or Contract Time. Prior to proceeding in accordance with these instructions, indicate your acceptance of these instructions for minor adjustments to the work as consistent with the Contract Documents and return to the District’s Project Manager.

1. CONTRACTOR’S SUPPLEMENTAL INSTRUCTIONS:
2. DESCRIPTION OF WORK TO BE CHANGED:
3. DESCRIPTION OF SUPPLEMENTAL INSTRUCTION REQUIREMENTS:

Contractor’s approval: (choose one of the items below):

Approved: _____ Date: _____

(It is agreed that these instructions shall not result in a change in the Total Compensation or the Completion Date.)

Approved: _____ Date: _____

(Contractor agrees to implement the Supplemental Instructions as requested but reserves the right to seek a Change Order in accordance with the requirements of the Agreement.)

Approved: _____ Date: _____
Gary Foster, District Project Manager

Acknowledged: _____ Date: _____
Kendall Matott, District Contracts Manager

c: Contract file
Financial Services

ATTACHMENT D — SAMPLE NOTICE TO PROCEED

Gary Foster

To: Contractor
Subject: Notice to Proceed - Contract 39069

Pursuant to District Contract 39069, Artesian Well Abandonment, you are hereby notified to proceed with Work as described below. All Work shall be performed in accordance with the terms and conditions of the Agreement, including the Statement of Work, and this Notice to Proceed.

To accept the Work authorized under this Notice to Proceed, you must email your acceptance to the District Project Manager within three (3) days. Failure to email your acceptance within this time may result in the cancellation of this Notice to Proceed.

Contractor shall Mobilize within 14-days of the issuance of this Notice to Proceed. Failure to Mobilize within 14-days will subject this Notice to the termination and cancellation provisions of the Agreement.

Description / Scope of the Work:	Refer to attached list of wells.
Approximate Number of Wells to be Abandoned:	
Location of the Work:	_____ County, Florida
Funding Limit	\$
Work Schedule:	
Time frame for specified Work: (include completion date)	
Additional Instructions:	

Gary Foster, Project Manager
 St. Johns River Water Management District
 4049 Reid Street
 Palatka, FL 32177-2571
 Phone: 386-329-4157
 Email: gfooster@sjrwmd.com