

**THE GOVERNING BOARD OF THE
ST. JOHNS RIVER WATER MANAGEMENT DISTRICT
MONITOR WELL CONSTRUCTION AND WELL MAINTENANCE SERVICES
INVITATION FOR BID 39298**

The Governing Board of the St. Johns River Water Management District (the “District”), requests that interested parties respond to the solicitation below by 2:00 p.m., November 30, 2023. Further information is available through DemandStar at *Demandstar.com* [(800) 711-1712], Vendor Registry at *Vendorregistry.com*, the state of Florida’s *myfloridamarketplace.com*, Central Bidding at *centralbidding.com*, or the District’s website at *sjrwm.com*. Solicitation packages may be obtained from DemandStar, Vendor Registry, My Florida Marketplace, Central Bidding or the District by calling or emailing Amy Lucey, Senior Procurement Specialist, at 321-409-2156 or alucey@sjrwm.com. Responses will be opened at the Palm Bay Service Center, 525 Community College Parkway SE, Palm Bay FL 32909.

Well construction services provide baseline data and long-term hydrogeological data to meet District program goals and objectives. The well construction services contractor (Contractor) provides an integrated package of geotechnical services including, but not limited to, exploratory drilling and testing; sampling; wire line coring; wire line packer testing; constructing new monitor wells; repairing, converting, and developing or abandoning existing wells; and aquifer performance testing. Well construction services are used to develop, maintain, and operate the District’s network of dedicated monitor wells. Well maintenance includes rehabilitative work to evaluate and correct anomalous water quality or water level issues and to perform well head maintenance such as valve and well head replacements.

The proposed services are to monitor well construction services throughout the District’s eighteen (18) counties and surrounding areas. The District anticipates awarding contracts to the two (2) lowest responsive and responsible Respondents. The lowest Successful Respondent will be the Primary Contractor for the services, and the second lowest Successful Respondent will be the alternate source of services. The Primary Contractor will have right of first refusal for work requested by the District Project Manager. If the Primary Contractor is unable to perform the requested work due to workload, the work will be initiated to the alternate source (Secondary Contractor). The District reserves the right to issue simultaneous Work Orders to each Contractor to ensure that the District’s work requirements are met.

Term and Estimated Budget

The initial term for awarded contracts will be January 2024 - September 30, 2026. The District’s estimated total budget for the initial term is \$1,625,000.00, which reflects the combined total for the initial term of both contracts awarded. 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 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 firm will be re-established for each renewal term.

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 Amy Lucey, or by calling (800) 955-8771 (TTY), at least five business days before the date needed.

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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:

Amy Lucey, Senior Procurement Specialist Phone: 321-409-2156 Email: alucey@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 SUBMIT BID

Respondent must submit its Bid in electronic format (no paper copies) either by:

(1) **uploading it to Demandstar at www.demandstar.com OR to Central Bidding at www.centralbidding.com (NOT BOTH); or**

(2) **delivering all files on a single pin/thumb/jump drive either by mail or hand-delivery in a sealed envelope labeled as follows:**

SEALED BID – DO NOT OPEN Respondent’s Name: _____ Invitation for Bid: 39298 Opening Time: 2:00 p.m. Opening Date: November 30, 2023 <p style="text-align: center;">Amy Lucey, Sr. Procurement Specialist St. Johns River Water Management District Palm Bay Service Center 525 Community College Parkway SE Palm Bay Florida 32909</p>
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DO NOT SUBMIT YOUR BID BY EMAIL OR MORE THAN ONCE – THIS WILL RESULT IN THE BID BEING REJECTED AS NON-RESPONSIVE.

4. PREPARATION AND ORGANIZATION OF BID DOCUMENTS; MINIMUM REQUIREMENTS

Respondent must submit its Bid in an electronic format as directed in paragraph 3, above, and provide all required documentation referenced below, or the Bid may be deemed non-responsive.

1. Respondent must complete and submit the following forms in PDF format (these forms are in the FORMS section of this document) and organize as follows:

Subfolder 1: Organization Profile and Administrative Forms:

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

Subfolder 2: Water Well Construction Experience

- a. Provide names of at least five (5) monitoring well construction projects completed in Florida the last five (5) years (**Respondent must use the District-provided form “Qualifications – Similar Projects”**).
 - i. at least one project must include a drilled water well of four (4)-inch or greater in diameter, using the mud rotary drilling method to at least 300 feet or greater below land surface, and Respondent must submit well completion report(s) for wells constructed.
 - ii. at least one project must have completed standard penetration test to a minimum depth of 50 feet; and
 - iii. at least one project must include wireline HQ coring and packer testing.
- b. Respondent must have no less than five (5) years of experience on projects similar to those described in the Statement of Work.
- c. A minimum of three (3) Client references attesting to the Respondent’s ability to drill wells four (4) inches in diameter or greater to at least 300 feet during the past five (5) years, from those references named. Not more than one (1) reference shall be from the District. If a District project is cited, do not request a letter from District staff. (**Respondent must use the District-provided form “Qualifications – Client Reference”**).

Subfolder 3: Equipment

At a minimum, the Respondent shall own, or have access to, the , equipment, tools, and accessories itemized below. Inventory of equipment is subject to District’s verification and inspection **(Respondent must use the District-provided form to document its capabilities of meeting this requirement.):**

- a. Drilling rig(s), equipment, tools, and accessories able to perform test hole drilling, monitor well construction, well development, HQ wireline coring, HQ wireline packer testing.
- b. Equipment capable of constructing two (2) inch and four (4) inch diameter monitor wells using the mud rotary drilling and auger method.
- c. Equipment capable of installing twelve (12) and eight (8) inch diameter casings.
- d. Submersible pump capable of producing 30 gallons per minute (gpm) or greater for well development.
- e. Availability of equipment that adequately meets the requirements for all phases of well testing and construction.

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.

- 2. All blank spaces on the bid documents must be typewritten or legibly printed in ink. 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.
- 3. The file naming conventions for the bid must clearly identify the specific information, such as the solicitation number and the respondent’s name (Example: IFB 12345, ABC Company).
- 4. **Please do not password protect files included with your Submittal.** 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.

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.

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.

5. OPENING OF BIDS

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

2:00 p.m. November 30, 2023
 St. Johns River Water Management District
 Palm Bay Service Center
 525 Community College Parkway SE, Palm Bay FL 32909

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.

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 alucey@sjrwmd.com. Interpretations, corrections, and supplemental instructions will be communicated by written addenda to this solicitation posted by DemandStar, Vendor Registry, My Florida Market Place and Central Bidding 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 ESTIMATE**

The estimated budget for the initial contract terms (January 2024 – September 30, 2026) is \$1,625,000.00, which reflects the combined total for the initial term for both 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. **BID GUARANTY**

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

9. SUBCONTRACTS

Respondent must submit with its Bid a list of all known subcontractors who will participate in more than ten percent of the Work on the attached "Proposed Subcontractors" form. Acceptance of the Bid does not constitute approval of the subcontractors identified with the Bid.

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 solicitation 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

The District anticipates awarding contracts to the two (2) lowest responsive and responsible Respondents based on the Total Bid Cost. who demonstrate, 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 Respondents”). The lowest Successful Respondent will be the Primary Contractor for the services, and the second lowest Successful Respondent will be the alternate source of services. The Primary Contractor will have right of first refusal for work requested by the District Project Manager. If the Primary Contractor is unable to perform the requested work due to workload, the work will be initiated to the alternate source (Secondary Contractor). The District reserves the right to issue simultaneous Work Orders to each Contractor to ensure that the District’s work requirements are met.

- a. 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 and Alternate Source Agreements to the next lowest available bidders in the event the Successful Respondents fail to enter into the Agreements, or the Agreements with said Respondents are 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 Respondents 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. PROHIBITION AGAINST CONSIDERING SOCIAL, POLITICAL OR IDEOLOGICAL INTERESTS IN GOVERNMENT CONTRACTING – F.S.287.05701

Notice is hereby provided that pursuant to Section 287.05701, Fla. Stat., the District (1) will not request documentation of or consider a Respondent’s social, political, or ideological interests when determining if the Bidder is a responsible Bidder and (2) may not give preference to a Bidder based on the Bidder’s social, political, or ideological interests.

19. 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.

20. 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.

21. 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.

22. 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*, Vendor Registry at *vendorregistry.com*, the state of Florida's *myfloridamarketplace.com*, and Central Bidding at *centralbidding.com* (225-810-4814). Onvia DemandStar, Vendor Registry, My Florida Market Place and Central Bidding 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.

23. **PROTEST PROCEDURES**

Pursuant to §120.57(3), Fla. Stat., and Rule 28-110.003, Fla. Admin. Code, any person adversely affected by the terms, conditions, or specifications contained in a solicitation, including addenda, must file a Notice of Protest within 72 hours after its posting.

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 sjrwmd.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.

FORMS
BID FORM

Invitation for Bid 39298 – Monitor Well Construction and Well Maintenance Services

Include this form in response in Subfolder 1

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 timeframe for completion 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

COST SCHEDULE

Invitation for Bid 39298 – Monitor Well Construction and Well Maintenance Services

Include this form in response in Subfolder 1

Bid to be opened at 2:00 p.m., November 30, 2023

To: ST. JOHNS RIVER WATER MANAGEMENT DISTRICT

In accordance with the advertisement requesting bids for Monitor Well Construction and Well Maintenance Services, subject to the terms and conditions of the Agreement, the undersigned proposes to perform the Work as identified in the Statement of Work and further outlined in each Work Order for the price contained in the following schedule (fill in all blanks). The District anticipates awarding a contract to the two (2) lowest responsive and responsible Respondent(s) based on the Total Bid Cost. The lowest Successful Respondent will be the Primary Contractor for the services, and the second lowest Successful Respondent will be the alternate source of services. The District reserves the right to issue simultaneous Work Orders to each awarded Contractor to ensure that the District’s work requirements are met.

The quantities provided in this Cost Schedule are for award purposes only and Respondent should not have any expectation or promise as to the quantities of work that the District will require under this solicitation. 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 costs for the initial contract term. Respondents are reminded to refer to “PREPARATION AND ORGANIZATION OF BID DOCUMENTS” for information to be included with the bid package.

Respondent Name: _____

Cost Schedule continued on the following page.

COST SCHEDULE (continued from the previous page)

Respondent shall provide the Unit Cost for each item in the Unit Cost \$ column. These Unit Costs shall be multiplied by the number shown in the Quantity column and the results shall be provided in the Total Cost \$ column. Respondent shall provide the Total Bid Cost as indicated in the Cost Schedule by adding all items in the Total Cost \$ column. The quantities listed are for Bid award purposes only and may be adjusted for each Work Order as the District determines is appropriate. If awarded an Agreement, Respondent must guarantee the unit costs for the initial contract term.

Item	Unit	Unit Cost \$	Quantity	Total Cost \$
Site Specifics				
Auger Rig Mobilization/Demobilization (per site, <u>not</u> per well)	per site	\$	25	\$
Mud Rotary/Core Rig Mobilization/Demobilization (per site, <u>not</u> per well)	per site	\$	10	\$
Standby	per hour	\$	20	\$
Rig Time	per hour	\$	100	\$
Well Development	per hour	\$	200	\$
Mobilization without Rig (per site, <u>not</u> per well)	per site	\$	20	\$
Well Head Repair	per hour	\$	100	\$
Sample				
Shelby Tube	each	\$	5	\$
SPT Boring 0-50 feet, 5-foot centers	per foot	\$	500	\$
Additional SPT samples	each	\$	12	\$
SPT 50-100 feet	per foot	\$	200	\$
SPT 100-150 feet	per foot	\$	100	\$
SPT 150-200 feet	per foot	\$	100	\$
SPT 200-250 feet	per foot	\$	50	\$
HQ Core				
Core 0-50 feet	per foot	\$	25	\$
Core 50-100 feet	per foot	\$	100	\$
Core 100-150 feet	per foot	\$	100	\$
Core 150-200 feet	per foot	\$	100	\$
Core 200-250 feet	per foot	\$	100	\$
Core 250-500 feet	per foot	\$	250	\$
Core 500-1,000 feet	per foot	\$	500	\$
Core 1,000-1,500 feet	per foot	\$	500	\$
Core 1,500-2,000 feet	per foot	\$	500	\$
Drill (includes drilling fluids)				
6¼ inch ID Hollow Stem Auger (HSA) bore	per foot	\$	200	\$
4¼ inch ID HSA bore	per foot	\$	50	\$
16-inch diameter mud rotary bore	per foot	\$	100	\$
12-inch diameter mud rotary bore	per foot	\$	400	\$
8-inch diameter mud rotary bore	per foot	\$	600	\$
4-inch diameter mud rotary bore	per foot	\$	300	\$

Permanent Casing (installed)				
12-inch diameter PVC casing	per foot	\$	100	\$
8-inch diameter PVC surface casing	per foot	\$	400	\$
4-inch diameter Certa Lok® Integral Bell Joint, SCH 40 PVC casing	per foot	\$	300	\$
4-inch diameter threaded flush joint SCH 40 PVC casing (no glue)	per foot	\$	500	\$
4-inch diameter threaded flush joint SCH 40 PVC No. 10 slot screen (no glue)	per foot	\$	200	\$
2-inch diameter threaded flush joint SCH 40 PVC casing (no glue)	per foot	\$	100	\$
2-inch diameter threaded flush joint SCH 40 PVC No. 10 slot screen (no glue)	per foot	\$	100	\$
Temporary Casing (install and retrieve)				
6-inch diameter steel surface casing	per hour	\$	20	\$
5-inch diameter steel surface casing	per hour	\$	20	\$
4-inch diameter steel surface casing	per hour	\$	20	\$
Grout / Materials (Installed, includes but not limited to, casing grouting, bore/core hole back plugging, grout tags, tremie pipe install and retrieve)				
20/30 sand filter pack	per 50-pound bag	\$	200	\$
Granular Bentonite	per 50-pound bag	\$	200	\$
Portland Cement	per 94-pound bag	\$	1200	\$
EZ-MUD PLUS polymer	per 5-gallons	\$	20	\$
Hole plug	per 50-pound bag	\$	50	\$
Sand/gravel	per 0.5 cubic foot bag	\$	50	\$
Sand/gravel	per cubic yard	\$	20	\$
Miscellaneous				
Standard Suite of Geophysical Logs	per set	\$	3	\$
Borehole Video	each	\$	1	\$
Bollards	each	\$	60	\$
HQ Plastic Corrugated Core Box	each	\$	500	\$
6-inch diameter protective steel casing with locking cover	each	\$	50	\$
4-inch diameter protective steel casing with locking cover	each	\$	5	\$
4-inch Locking PVC J-Plug	each	\$	50	\$
2-inch Locking PVC J-Plug	each	\$	5	\$
4-inch Brass Gate Valve	each	\$	10	\$
2-foot x 2-foot x 4-inch concrete pad	each	\$	50	\$
TOTAL BID COST				\$

(Cost Schedule is continued on the next page.)

COST SCHEDULE

(Continued from previous page)

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

Typed name and title

PROPOSED SUBCONTRACTORS

Include this form in the response in Subfolder 1

Respondent must submit with its Bid a list of all known subcontractors who will participate in more than 10 percent (10%) of the Work by providing the information requested below. If none, so indicate. Acceptance of the Bid does not constitute approval of the subcontractors identified with the Bid. Attach additional sheets if necessary.

1. Name and address of subcontractor: _____

Description of work: _____

Estimated value of Work: _____

2. Name and address of subcontractor: _____

Description of work: _____

Estimated value of Work: _____

3. Name and address of subcontractor: _____

Description of work: _____

Estimated value of Work: _____

4. Name and address of subcontractor: _____

Description of work: _____

Estimated value of Work: _____

5. Name and address of subcontractor: _____

Description of work: _____

Estimated value of Work: _____

CERTIFICATE AS TO CORPORATION

Include this form in response in Subfolder 1

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 in Subfolder 1

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)

Personally known OR Produced identification, Type of Identification Produced: _____

QUALIFICATIONS — GENERAL

Include this form in response in Subfolder 1

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 Monitor Well Construction and Well Maintenance Services 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.

DRUG-FREE WORKPLACE FORM

This form required only in the event of a tie response (*include in Subfolder 1*)

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: _____

QUALIFICATIONS — SIMILAR PROJECTS

Include this form in the response in Subfolder 2

Respondent shall provide names of at least five (5) monitoring well construction projects completed in Florida the last five (5) years. (Add additional sheet for optional additional completed projects.)

- At least one project, in response to the above requirement, must include a drilled water well of four (4)-inch or greater in diameter, using the mud rotary drilling method, to at least 300 feet or greater below land surface, and Respondent shall submit well completion report(s) for wells constructed.
- At least one project, in response to the above requirement, must have completed standard penetration test to a minimum depth of 50 feet; and
- At least one project, in response to the above requirement, must include wireline HQ coring and packer testing.

Completed Project 1:

Agency/company: _____

Current contact person at agency/company: _____

Telephone: _____ Email: _____

Address of agency/company: _____

Name of project: _____

Description: _____

Start date: _____ Completion date: _____
 (month/year) (month/year)

Name(s) of assigned personnel:

Project manager: _____

Others: _____

Check which (if any) applied for this project:

- Drilled water well of four-inch (4) or greater in diameter, using the mud rotary drilling method to at least 300 feet or greater below land surface (Respondent shall submit well completion report(s) for wells constructed)
- Completed standard penetration test to a minimum depth of 50 feet
- Conducted wireline HQ coring and packer testing.

QUALIFICATIONS — SIMILAR PROJECTS

(Continued)

Include this form in the response in Subfolder 2

Completed Project 2:

Agency/company: _____

Current contact person at agency/company: _____

Telephone: _____ Email: _____

Address of agency/company: _____

Name of project: _____

Description: _____

Start date: _____ Completion date: _____

(month/year)

(month/year)

Name(s) of assigned personnel:

Project manager: _____

Others: _____

Check which (if any) applied for this project:

Drilled water well of four-inch (4) or greater in diameter, using the mud rotary drilling method to at least 300 feet or greater below land surface (Respondent shall submit well completion report(s) for wells constructed)

Completed standard penetration test to a minimum depth of 50 feet

Conducted wireline HQ coring and packer testing.

QUALIFICATIONS — SIMILAR PROJECTS

(Continued)

Include this form in the response in Subfolder 2

Completed Project 3:

Agency/company: _____

Current contact person at agency/company: _____

Telephone: _____ Email: _____

Address of agency/company: _____

Name of project: _____

Description: _____

Start date: _____ Completion date: _____
(month/year) (month/year)

Name(s) of assigned personnel:

Project manager: _____

Others: _____

Check which (if any) applied for this project:

- Drilled water well of four-inch (4) or greater in diameter, using the mud rotary drilling method to at least 300 feet or greater below land surface (Respondent shall submit well completion report(s) for wells constructed)

- Completed standard penetration test to a minimum depth of 50 feet

- Conducted wireline HQ coring and packer testing.

QUALIFICATIONS — SIMILAR PROJECTS

(Continued)

Include this form in the response in Subfolder 2

Completed Project 4:

Agency/company: _____

Current contact person at agency/company: _____

Telephone: _____ Email: _____

Address of agency/company: _____

Name of project: _____

Description: _____

Start date: _____ Completion date: _____

(month/year)

(month/year)

Name(s) of assigned personnel:

Project manager: _____

Others: _____

Check which (if any) applied for this project:

Drilled water well of four-inch (4) or greater in diameter, using the mud rotary drilling method to at least 300 feet or greater below land surface (Respondent shall submit well completion report(s) for wells constructed)

Completed standard penetration test to a minimum depth of 50 feet

Conducted wireline HQ coring and packer testing.

QUALIFICATIONS — SIMILAR PROJECTS

(Continued)

Include this form in the response in Subfolder 2

Completed Project 5:

Agency/company: _____

Current contact person at agency/company: _____

Telephone: _____ Email: _____

Address of agency/company: _____

Name of project: _____

Description: _____

Start date: _____ Completion date: _____

(month/year)

(month/year)

Name(s) of assigned personnel:

Project manager: _____

Others: _____

Check which (if any) applied for this project:

- Drilled water well of four-inch (4) or greater in diameter, using the mud rotary drilling method to at least 300 feet or greater below land surface (Respondent shall submit well completion report(s) for wells constructed)
- Completed standard penetration test to a minimum depth of 50 feet
- Conducted wireline HQ coring and packer testing.

QUALIFICATIONS — CLIENT REFERENCES

Include this form in the response in Subfolder 2

Respondent shall provide a minimum of three (3) Client references attesting to the Respondent’s ability to drill wells four (4) inches in diameter or greater to at least 300 feet during the past five (5) years, from those references named. Not more than one (1) reference shall be from the District. If a District project is cited, do not request a letter from District staff. (For similar projects provided, simply state “Similar Project No. ____.”)

Client Reference 1:

Agency/company: _____

Current contact person at agency/company: _____

Telephone: _____ E-mail: _____

Agency/Company Address: _____

Name of project: _____

Description: _____

Project manager: _____

Client Reference 2:

Agency/company: _____

Current contact person at agency/company: _____

Telephone: _____ E-mail: _____

Agency/Company Address: _____

Name of project: _____

Description: _____

Project manager: _____

Client Reference 3:

Agency/company: _____

Current contact person at agency/company: _____

Telephone: _____ E-mail: _____

Agency/Company Address: _____

Name of project: _____

Description: _____

Project manager: _____

QUALIFICATIONS — EQUIPMENT REQUIREMENTS

Include this form in the response in Subfolder 3

At a minimum, the Respondent shall own, or have access to, the equipment, tools, and accessories itemized below. Inventory of equipment is subject to District’s verification and inspection):

- a. Drilling rig(s), equipment, tools, and accessories able to perform test hole drilling, monitor well construction, well development, HQ wireline coring, HQ wireline packer testing.
- b. Equipment capable of constructing two (2) inch and four (4) inch diameter monitor wells using the mud rotary drilling and auger method.
- c. Equipment capable of installing twelve (12) and eight (8) inch diameter casings.
- d. Submersible pump capable of producing 30 gallons per minute (gpm) or greater for well development.
- e. Availability of equipment that adequately meets the requirements for all phases of well testing and construction.

Does Respondent own or lease drilling rig(s), equipment, tools, and accessories able to perform test hole drilling, monitor well construction, well development, HQ wireline coring, HQ wireline packer testing?

Yes No

Does Respondent own or lease equipment capable of constructing two (2) inch and four (4) inch diameter monitor wells using the mud rotary drilling and auger method as specified above?

Yes No

Does Respondent own or lease equipment capable of installing twelve (12) and eight (8) inch diameter casings as specified above?

Yes No

Does Respondent own or lease a submersible pump capable of producing 30 gallons per minute (gpm) or greater for well development?

Yes No

Does Respondent have the availability of equipment that adequately meets the requirements for all phases of well testing and construction?

Yes No

NO RESPONSE FORM
ST. JOHNS RIVER WATER MANAGEMENT DISTRICT
INVITATION FOR BIDS 39298

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

**AGREEMENT
BETWEEN THE
ST. JOHNS RIVER WATER MANAGEMENT DISTRICT
AND _____ FOR
MONITOR WELL CONSTRUCTION SERVICES AND WELL MAINTENANCE SERVICES**

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 39298, Monitor Well Construction Services and Well Maintenance Services (the “Work”). In accordance with IFB 39298, 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 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) **Effective Date.** The Effective Date is the date upon which the last party to this Agreement has dated and executed the same.
- (c) **Completion Date.** The Completion Date of this Agreement is September 30, 2026, unless extended by mutual written agreement of the parties. The Work shall be completed for use no later than said date.

2. LIQUIDATED DAMAGES

- (a) If Contractor neglects, fails, or refuses to satisfactorily complete the Work by the Completion Date noted on the Work Order, Contractor shall, as a part of the consideration for this Agreement, pay the District the amount stipulated herein, not as a penalty, but as liquidated damages for such breach, for each day Contractor is in default thereafter. This amount is fixed and agreed upon between the parties due to the impracticability and extreme difficulty of ascertaining the actual damages the District would sustain in such event. The amount of liquidated damages shall be one half of one percent (.5%) of the total work order amount per day. Liquidated damages shall be deducted from payments as they become due and may be deducted from the retainage due upon completion. They constitute an agreed-upon liquidated sum solely for consequential damages attributable to delay and are not a substitute for any other consequential damages incurred by the District, such as the cost of finding a replacement Contractor for completion of the Work if this Agreement is terminated by the District for non-performance.

- (b) Contractor shall not be charged with liquidated damages or any excess cost when the District determines that Contractor's reasons for the time extension are acceptable in accordance with **FORCE MAJEURE; DELAYS; EXTENSION OF COMPLETION DATE**. A written extension of the Completion Date constitutes a waiver of liquidated damages to the new Completion Date unless expressly provided therein to the contrary.

3. **DELIVERABLES**

- (a) A generalized Scope of Work is specified in the Statement of Work, Attachment A. A specific Statement of Work will be issued with each Work Order. Contractor shall deliver all products and deliverables as stated therein. 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, 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.

4. **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 a 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.

5. **FUNDING OF AGREEMENT.**

This Agreement is one of two contracts awarded pursuant to Invitation for Bids 39298 for Monitor Well Construction and Well Maintenance Services. The Shared Funding Cap for both awarded contracts is \$1,625,000 in total for the initial term of the contracts. The total amounts of all Work authorized under both 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 Work Order, the District agrees to pay Contractor a sum not to exceed the amount specified in the Work Order.

6. **PAYMENT OF INVOICES**

- (a) Contractor shall submit one invoice at completion of the work (as specified in each Work Order) 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; (5) Contractor's Project Manager; (6) supporting documentation as to cost and/or project completion (as per the cost schedule and other requirements of the 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.
- (e) **Travel expenses.** If the cost schedule for this Agreement includes a line item for travel expenses, travel expenses shall be drawn from the project budget and are not otherwise compensable. If travel expenses are not included in the cost schedule, they are a cost of providing the service that is borne by Contractor and are only compensable when specifically approved by the District as an authorized District traveler. In such instance, travel expenses must be submitted on District or State of Florida travel forms and shall be paid pursuant to District Administrative Directive 391.
- (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.
- (g) **Payments withheld.** The District may withhold or, on account of subsequently discovered evidence, nullify, in whole or in part, any payment to such an extent as may be necessary to protect the District from loss as a result of: (1) defective Work not remedied; (2) failure of to make payments when due to subcontractors or suppliers for materials or labor; (3) failure to maintain adequate progress in the Work; (4) damage to another contractor; or (5) any other material breach of this Agreement. Amounts withheld shall not be considered due and shall not be paid until the ground(s) for withholding payment have been remedied.
- (h) **Payments.** The District shall pay Contractor 100% of each approved invoice.
7. **PAYMENT AND RELEASE.** Upon satisfactory completion of the Work, the District will provide Contractor a written statement accepting all deliverables. Contractor's acceptance of final payment shall constitute a release in full of all Contractor claims against the District arising from the

performance of this Agreement, with the exception of any pending claims for additional compensation that have been documented and filed as required by this Agreement.

- 8. **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 contract.

- 9. **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.

- 10. **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.

11. PROJECT MANAGEMENT PERSONNEL

- (a) The Project Managers 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; (4) email. Notices submitted 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 submitted via email are deemed delivered on the date transmitted and received.

<u>DISTRICT</u>	<u>CONTRACTOR</u>
Rob Brooks, Project Manager	TBD, Project Manager
St. Johns River Water Management District	TBD
4049 Reid Street	TBD
Palatka, FL 32178-1429	TBD
Phone: (386) 312-2311	Phone: TBD
Email: rbrooks@sjrwmd.com	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 provide efficient supervision of the Work, using its best skill and attention. Contractor shall keep on the worksite during its progress, a competent superintendent that is satisfactory to the District. The superintendent shall not be changed except with the District's consent, unless the superintendent proves to be unsatisfactory to Contractor and/or ceases to be in its employ. The superintendent shall represent Contractor in the absence of Contractor's Project Manager. All directions given to him shall be as binding as if given to Contractor. If the District produces documented evidence and informs the Contractor that any person on the job is incompetent, disorderly, or is working contrary to the Agreement or the District's instructions, that person shall thereupon be immediately dismissed from the project and shall not be given employment on any 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.

12. SCHEDULING AND WORK PLANNING; PROGRESS REPORTING

- (a) **Progress Reports.** Contractor shall provide to the District update/status reports as provided in the 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.
 - 1. **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.
 - 2. **Failure to Meet Schedule.** If progress of the Work falls five percent or more behind schedule, except as a result of District-approved delays, Contractor shall take all necessary steps to augment the work effort to get the project back on schedule. Should the progress of the Work fall ten percent or more behind schedule, the District may advise Contractor through a "cure" notice that this Agreement is subject to termination for cause if the failure is not cured within the time frame specified in said notice.

13. FORCE MAJEURE; DELAYS

- (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 ten days after the 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 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.

14. AMENDMENTS; EMERGENCY CHANGES IN WORK

- (a) **Amendments.** The parties may not amend this Agreement or a Work Order 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 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 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 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.

15. TERMINATION AND SUSPENSION

- (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 or any Work issued under it, 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 hereof. All performance shall immediately cease as per such notice and no further billable costs shall be incurred. The District may terminate this Agreement 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 or Work Order**
- (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 or a Work Order 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.

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.

CHANGE ORDER: A written agreement of the parties after the Commencement Date to amend this Agreement so as to modify the 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.

DAY: All references to "day" shall be interpreted as a calendar day, unless specifically designated as a business day or holiday.

DELIVERABLES: All Work that is to be performed pursuant to the Statement of Work, in whole or in part, including, but not limited to, all equipment or materials that are incorporated within the Work.

DISTRICT'S PROJECT MANAGER: The District employee designated by the District to be responsible for overall coordination, oversight, and management of the Work for the District.

HOLIDAY: The following holidays as observed by the District: New Year's Day, Birthday of Martin Luther King, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving and the Friday after Thanksgiving, and Christmas Day.

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.

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.

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.

WORK ORDER: The District's written notice authorizing specific Work under the Agreement. A Work Order may be one of three types:

TYPE 1 WORK ORDER: a Work Order in which the services are provided on an hourly basis.

TYPE 2 WORK ORDER: a Work Order in which a fixed price has, or a schedule of fixed prices have, been agreed upon with the Contractor as to the services to be provided pursuant to the Work Order.

TYPE 3 WORK ORDER: A Work Order in which services are provided on an hourly basis subject to a not-to-exceed amount for completion of the Work specified in the Work Order.

17. ASSIGNMENT AND SUBCONTRACTS

(a) Contractor shall not sublet, assign, or transfer any Work involving, or assign any monies due hereunder, without the District's prior written consent. Neither District approval of a subcontractor nor any other provision of this Agreement creates a contractual relationship between any subcontractor and the District.

(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. **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.

21. 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.

22. 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.

23. 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.

24. **DIVERSITY OPPORTUNITIES.** 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.

25. **DUTY TO INSPECT AND REPORT DEFICIENCIES IN PLANS AND SPECIFICATIONS**

- (a) For any Work that is dependent upon conditions at the worksite, Contractor's acceptance of contract award 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.

26. EMPLOYMENT ELIGIBILITY

- (a) Pursuant to section 448.095, Fla. Stat., Contractor must use the United States Department of Homeland Security's E-Verify system ("E-Verify") to verify the work authorization status of all newly hired employees during the term of this Agreement. Answers to questions regarding E-Verify as well as instructions on enrollment may be found at the E-Verify website: www.e-verify.gov.
- (b) Contractor shall include in related subcontracts, if authorized under this Agreement, a requirement that subcontractors performing work or providing services pursuant to this Agreement utilize the E-Verify system to verify employment eligibility of all employees used by the subcontractor for the performance of the Work. The subcontractor must provide Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Contractor must maintain a copy of such affidavit for the duration of the Agreement. If the District has a good faith belief that a subcontractor knowingly violated section 448.095, Fla. Stat., and notifies Contractor of such, but the Contractor otherwise complied with the statute, then Contractor shall immediately terminate the contract with the Subcontractor.

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 Putnam County or 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, health insurance (Patient Protection and Affordable Care Act 42 U.S.C. §§ 18001, et seq.), and tax laws pertaining to Contractor, 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. **LIENS.** Neither final payment nor payment of any part of the retainage shall become due until Contractor delivers to the District releases of all labor and material cost liens arising from Contractor's performance of the Work, including Contractor and any subcontractor(s), and an affidavit by Contractor stating that the releases and receipts include all labor and material costs for which a lien could be filed. If any subcontractor refuses to furnish Contractor a release or a receipt in full, Contractor may furnish to the District a bond satisfactory to the District, indemnifying the District against any such potential lien. If any lien or potential lien remains unsatisfied, the District may discharge the same forthwith and deduct the cost thereof from any amounts due to Contractor. In the event Contractor has been fully paid or the amount of such lien exceeds the amount due to Contractor, Contractor shall refund to the District all monies that the District paid in discharging such lien, including all costs and a reasonable attorney's fee. The discharging of such a lien by the District shall not constitute a waiver of any claims or defenses that Contractor may have against the lienor.
31. **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.
32. **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.
33. **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.
34. **PROTECTION OF THE WORK, DISTRICT EQUIPMENT, AND PROPERTY.** Contractor is responsible for the proper care of the Work and protecting the Work from damage until final acceptance by the District, whether or not the same has been covered by partial payments. Contractor is solely responsible for all District-owned equipment in its possession, if any. Contractor shall adequately protect and maintain all passageways, guard fences, lights, and other facilities as required by public authority or local conditions. Contractor is responsible for locating and protecting all utilities. Contractor shall conduct the Work so as to minimize damage to existing improvements, and shall restore, as nearly as practical, to its original condition, any such improvements damaged by its operations. In the event of temporary suspension of the Work, or during inclement weather, or whenever the District shall direct, Contractor shall carefully protect the Work from damage. If any Work is damaged due to Contractor's failure to so protect the Work, the loss shall be remedied at Contractor's expense. Contractor shall protect public and privately-owned property, structures,

utilities, and work of any kind against damage or interruptions of service resulting from its activities. Contractor shall repair, replace, or restore any damage or loss to any public or private property to the District's or fail to perform these obligations, the District may make good any such damage and deduct the cost thereof from Contractor's final payment.

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 CONTRACT, 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) 329-4127
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.**

- (a) **District Remedies.** The remedies enumerated herein are non-exclusive. In addition to the remedies set forth below, the District may avail itself of any statutory and/or common law remedies not set forth herein. In the event of a breach, the District may terminate this Agreement for cause. Alternatively, the District may allow Contractor to correct the deficiency or may take such action as is necessary to correct such deficiency through District action or that of a third party. 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.
- (b) **Contractor Correction of Deficiencies.** The District shall provide Contractor with written notice of deficiency. At the District's sole judgment and discretion, the District may afford an opportunity to correct said deficiency, in which event the notice shall specify the time allowed to cure. If Contractor disputes that a failure of performance has occurred, Contractor shall, nevertheless, perform the corrective action and may submit a request for a Change Order subject to the dispute resolution procedure. Unless authorized through a Change Order, the Completion Date shall not be extended in order to correct deficiencies. Contractor shall bear the cost of correcting all work of other contractors that is destroyed, damaged, or otherwise negatively impacted by its corrective action. Failure to take timely corrective action may result in termination for cause or the District pursuing alternative remedies, as provided herein.
- (c) **Alternative Remedies to Correct Deficiency.** If the District determines that it is not in its best interest for Contractor to correct incomplete or damaged Work caused by Contractor's failure of performance, 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 Total Compensation; (2) complete the Work through the utilization of District employees and deduct the cost thereof from the Total Compensation; (3) contract with a third party to complete the deficient Work and deduct the cost thereof from the Total Compensation.

- (d) **District Technical Assistance.** The District may elect to provide technical assistance to Contractor in order to complete satisfactory performance of the Work. If the District is performing a function that Contractor is required to perform, the District may deduct the cost of providing such technical assistance from the Total Compensation. Prior to providing any such technical assistance, the District shall notify Contractor that it considers such assistance to be above and beyond its duties under this Agreement and that it intends to deduct the cost of providing such assistance from the Total Compensation. Contractor shall not be entitled to reject technical assistance when the District determines that such assistance is necessary to complete the Work.
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. A clear distance of at least 30 feet from the edge of the pavement or right-of-way shall be kept free of any obstacles unless otherwise authorized by the District. 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 the Contractor is found to have submitted a false certification; or if the 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 increase 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. WORK ORDERS

- (a) The District reserves the right to award Work Orders based on the ability to perform in a timely manner, availability of required equipment, cost of required equipment, past performance on similar work, availability of qualified staff, and other factors deemed critical to the performance of each Work Order. The District may, at its sole discretion, request a "not to exceed" cost for any Work Order. The District makes no guarantees of any amount of work to be awarded under the Agreement. The District reserves the right to directly purchase and provide to Contractor all or part of the equipment or materials to be incorporated in the Work.
- (b) Contractor shall not proceed with any Work prior to the receipt of a written Work Order and shall commence the Work under each Work Order within 14 days of receipt, unless an alternate date is stated in the Work Order. All Work shall be done to the satisfaction of the District's Project Manager and subject to the other terms of this Agreement. Commencement of Work pursuant to a Work Order constitutes acceptance of all of the terms and conditions of the Work Order. A representative Work Order is attached as Attachment D.
- (c) **Type of Work Order.** The District will select the Work Order to be used to perform the Work in accordance with the District's standard operating procedures.
- (i) Generally, a Type 1 (time and materials) Work Order involves projects where field conditions, environmental or cultural resource preservation issues, subsurface and other physical conditions, or other aspects of the Work cannot be accurately defined. This often results in work being modified in the field by the District.
- (ii) A Type 2 (fixed price) Work Order is issued when the extent and cost of the Work is agreed upon. It will describe with specificity the location, quantity, work limits, timeframes, deliverables, progress payments (if any), total cost, and any other matters pertaining to the Work.
- (iii) A Type 3 (time and materials with a not-to-exceed amount) Work Order is utilized when a not-to-exceed cost for a time and materials (Type 1) Work Order.
- (d) Additional Provisions Applicable to Type 1 and Type 3 Work Orders
- (i) Additional equipment and services

- a. The District may issue a Work Order requiring the use of additional or specialized equipment. The cost of such equipment may be identified separately and included in the specific Work Order to which it applies. If deliverables are specified and sub-contractors are necessary to complete the Work, the Work Order shall specify the costs of the materials, equipment, and sub-contractors.
 - b. After a Work Order is issued, the District may require the use of material, equipment and/or subcontracted services not included in the original Work Order. A Change Order will be issued if the cost exceeds the “not to exceed” amount of the Work Order.
 - c. If due to an emergency, the District determines that material, equipment and/or subcontracted services that were not included in the original Work Order are required, the District may authorize procurement thereof in a manner that most efficiently and effectively minimizes public risk and economic loss.
- (ii) Other Direct Costs
- a. Subject to prior written District approval, the District will reimburse Contractor for materials purchased by Contractor and incorporated into the Work, non-contract equipment, leases/rentals, subcontract work, bonds, and permits obtained by Contractor, including applicable sales tax, provided Contractor adheres to the following the competitive procedures:
 - b. Cost is equal to or under \$10,000 – three documented quotes – verbal, written, or online; or a written explanation to District procurement staff and approval from the District’s Procurement Director for not receiving three quotes.
 - c. Cost is over \$10,000 – at least three written quotes, reviewed and approved by District procurement staff, or a written explanation to and approval from the District’s Procurement Director.
 - d. Contractor must submit documentation of quotes where cost exceeds \$2,500 with the Contractor’s cost estimate. If a cost exceeds \$10,000, the Contractor must also submit a complete bidders list and documentation that the request for quotes was sent to each prospective bidder.
 - e. Only equipment or materials that are incorporated into the Work and contracted services directly related to the Work qualify for compensation as Other Direct Costs. Compensation shall not be provided for any other costs associated with the Work not identified on the Work Order.
- (iii) The District reserves the right to reject any proposed subcontractors.
- (e) **Invoicing.** In addition to the general provisions in **PAYMENT OF INVOICES**, supporting documentation shall include:
- (i) Type 1 Work Orders: (hourly billing for labor and/or equipment and materials):
 - a. Completed District Daily Summary Sheet (Refer to Statement of Work) for each day invoiced.
 - b. Documentation of any required competitive procurement for equipment, subcontractors, or materials.
 - c. Proof of payment of subcontractors and materialmen for which Contractor has already received payment from the District. Proof may be in the form of (1) a cancelled check; (2) a receipt marked paid by subcontractor or materialman; (3) a waiver of claim executed by the subcontractor or materialman; (4) Contractor’s sworn affidavit that all

subcontractors and materialmen for which payment has been received from the District have been paid by the Contractor; or (5) any other form that has been pre-approved in writing by the District. For the final invoice purposes, proof of payment must be submitted not only as to amounts previously paid by the District, but also as to amounts included in the final invoice.

- d. A copy of the original vendor invoice(s) for Other Direct Costs. Altered or amended vendor invoices shall be rejected. If a vendor's invoice is from a supplier other than the one providing the lowest quote, Contractor shall explain the reason for not using the lowest cost supplier. The District reserves the right to reduce the amount reimbursed if a competitive market analysis clearly demonstrates that the invoice exceeds market value. In no event shall Contractor charge the District for any subcontractor's work that exceeds the approved Work Order.
 - e. Contractor may provide a detailed invoice with supporting information, or alternatively, may provide a summary invoice with the information provided from Contractor's payroll or other records as supporting backup material.
- (ii) Type 2 Work Orders (fixed price):
- a. Description of the Work that has been completed in accordance with the progress/payment schedule of the Statement of Work for the Work Order.
 - b. Proof of payment of subcontractors and materialmen as described above for Type 1 Work Orders.
- (iii) Type 3 Work Orders (time and materials with not-to-exceed amount):
- a. Description and certification of completion of the work as described above for Type 2 Work Orders.
 - b. Completed District Daily Summary Sheet Forms as described above for Type 1 Work Orders.
 - c. Proof of payment of subcontractors and materialmen as described above for Type 1 Work Orders.

43. **WORK SCHEDULE.** For construction or other services upon District property, no Work shall be accomplished on official holidays or weekends, or during Executive Office of the Governor declared Emergencies, unless approved in advance by the District Project Manager. Unless otherwise approved by the District Project Manager, Contractor's work hours on District property shall not commence before 7:00 a.m. and shall conclude on or before 5:00 p.m. All requests to change the schedule shall be coordinated with the District a minimum of 24 hours in advance of the change and confirmed in writing. Contractor shall conduct all work during regular working hours unless authorized by the District. Regular working hours shall be Monday - Friday 7 am to 5 pm. Non-Regular working hours shall be Monday - Friday 5 pm to 7 am including all day Saturday, Sunday and District recognized holidays.

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 (applicable to all Work Orders)
- Attachment B — Insurance Requirements
- Attachment C — District’s Supplemental Instructions (sample)
- Attachment D — District’s Work Order Form (sample)

ATTACHMENT A — STATEMENT OF WORK (applicable to all Work Orders)
MONITOR WELL CONSTRUCTION AND WELL MAINTENANCE SERVICES

I. INTRODUCTION/BACKGROUND

The St. Johns River Water Management District's (the "District") groundwater investigations rely on geohydrologic data. The District collects data from exploratory drilling projects and evaluates aquifer properties with comprehensive performance testing. The boreholes are completed as dedicated monitor wells that provide baseline water level and water quality data from surficial, intermediate and Floridan aquifer systems.

II. OBJECTIVE

Well construction services provide baseline data and long-term hydrogeological data to meet District program goals and objectives. The well construction services contractor (Contractor) provides an integrated package of geotechnical services including, but not limited to, exploratory drilling and testing; sampling; wire line coring; wire line packer testing; constructing new monitor wells; repairing, converting, and developing or abandoning existing wells; and aquifer performance testing. Well construction services are used to develop, maintain, and operate the District's network of dedicated monitor wells. Maintenance services include rehabilitative work to evaluate and correct anomalous water quality or water level issues and to perform well head maintenance such as valve and well head replacements.

Two contracts for these services will be awarded: 1) a Primary Contractor; and 2) an Alternate Source (Secondary Contractor). The Primary Contractor will have right of first refusal for work requested by the District Project Manager. If the Primary Contractor is unable to perform the requested work due to workload, the work will be initiated to the alternate source (Secondary Contractor).

III. SCOPE OF WORK

The Contractor shall provide all labor, tools, materials, testing, and incidentals required to perform wire line coring; wire line packer testing; construction of monitor wells; repairing, re-developing and/or abandoning existing wells, as generally specified herein. These specifications are intended to give a general description of the requirements, but do not cover all conditions or variations that may occur. The Contractor conducts hydrogeologic sampling of the surficial, intermediate and Floridan aquifer systems. The monitor wells will be used for groundwater quality sampling and analysis, and for water level measurements. In addition, existing wells, which are evaluated and modified, repaired, developed, or abandoned, may be used for groundwater quality sampling and for groundwater level measurements.

Work may occur anywhere within the District, with the exact locations to be specified as Work Orders are issued and well construction progresses. With prior agreement of the Contractor, work may be scheduled in areas of interest that border the District. Easements (permission) for access to drilling sites are the responsibility of the District. A District field representative, acting on-behalf of the District Project Manager, may accompany the Contractor to sites and will consult with the Contractor during field operations to determine sampling schedule and well design.

Well depths and aquifer conditions will vary from site to site. Shallow wells will be completed in unconsolidated sediments. Intermediate aquifer wells may be completed in either unconsolidated or consolidated material. Floridan aquifer wells will be completed in consolidated material. Some sites may require cluster monitor wells that consist of surficial, intermediate or Floridan aquifer wells. The total

number of wells to be constructed will depend on the cumulative costs for the wells drilled and the availability of funding.

Wire-line coring and/or wire-line packer testing may be required at some sites. Packer test frequency and testing interval will vary and will be determined on a site-by-site basis. Water quality sampling, water level drawdown and pumping data will be collected during all packer tests. Collection of water samples, field analysis and reporting may be required and will consist of pH, conductivity, chloride, and sulfate concentrations. Water quality sampling bottles, field analytical equipment and instruments will be provided by the District.

Maintaining the existing network of monitor wells includes rehabilitative work to evaluate and correct anomalous water quality or water level issues and to perform well head maintenance such as valve and well head replacements. Typically, wells may have high turbidity, or high pH and conductivity. Redevelopment and repair of these wells may help to alleviate the water quality problem(s) associated with each well. It may be determined after evaluation that some wells may need to be abandoned.

IV. TASK IDENTIFICATION

The Contractor shall provide all labor, tools, materials, mobilization, demobilization, testing, and incidentals required to complete the work as specified herein.

The construction, repair or abandonment of the wells shall be performed by or under the direct supervision of a state of Florida licensed water well contractor, and the wells shall meet all standards set by the Florida Department of Environmental Protection (FDEP), the District, and the specifications contained herein.

The Contractor shall provide proper authorities with all notices as required by law, relative to the work in Contractor's charge; obtain and pay for all official licenses, code stamps and inspections, and shall furnish any bonds, security or deposits required for performance of the work. All materials used, and work performed, must conform to the laws of the state of Florida and local ordinances.

The Contractor shall furnish experienced personnel and equipment capable of constructing monitor wells 2 and 4 inches in diameter, using the hollow stem auger (HSA) and mud rotary drilling methods. The work shall be performed with equipment that is adequate to meet the requirements for all phases of well testing and construction.

The Contractor's drilling rig(s) equipment, tools, and accessories shall be capable of performing the following tasks:

- Drilling hollow stem auger boreholes to construct 2-inch and 4-inch diameter monitor wells to a minimum depth of 25 feet.
- Conducting standard penetration tests/sampling to a minimum depth of 250 feet.
- Drilling mud rotary boreholes (8-inch diameter) to a minimum depth of 500 feet.
- Performing wireline coring with HQ core barrel to a minimum depth of 1,500 feet.
- Performing HQ wire line packer testing to a minimum depth of 1,500 feet.
- Drilling and installing twelve (12) and eight (8) inch diameter casings.
- Performing push tube sampling.
- Constructing 2-inch and 4-inch diameter PVC wells.
- Air develop wells.
- Develop wells and core holes at a minimum 30 gallons per minute (gpm)

- Pumping cement slurry 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 exceeding 200 gpm.

Support vehicles, water trucks, and trailers shall be capable of transporting personnel, materials, and supplies to the site, as well as capable of transporting waste products away from the site. Support vehicles and drilling rigs shall have two and four-wheel drive capability.

Contractor shall timely furnish all equipment and materials necessary to start and complete construction of monitor wells. The price for mobilization/demobilization shall include all labor and materials. This price shall also include the cost for transportation to and from the site as well as provide for support equipment and other costs (including site cleanup), directly related to mobilization and demobilization, but not specifically named herein. The Contractor is responsible for restoration of the site, including removal from the site of all equipment, waste products, and materials not used in construction of the final product(s). Only one mobilization/demobilization fee will be paid per site.

Contractor shall always keep the site free from accumulation of waste materials caused by Contractor's employee's work and shall clean as directed by the District. After the wells have been completed and the tests conducted, the site shall be cleaned, work-generated waste products shall be removed, and the site returned to as near the original condition as possible (except for the monitor wells, bollards, and pads). The Contractor shall be responsible for disposing of cuttings and construction materials in accordance with local and state regulations.

During construction of the well(s), all necessary precautions shall be taken to prevent contaminated water, other contaminants, foreign matter, or water having undesirable physical or chemical characteristics from entering borehole. Contractor shall provide for the effective control of water being discharged from the site during drilling, testing, and non-drilling times.

If the monitor well becomes contaminated or that water having undesirable physical or chemical characteristics enters the monitor well because of the neglect of the Contractor, the Contractor shall perform such work or supply such casings, seals, sterilizing agents, or other material as may be necessary to eliminate the contamination or shut off the undesirable water, at no additional cost to the District.

District will issue written Work Orders to the Contractor using the best available information to describe in detail the depth to geologic/hydrogeologic units to be encountered and a conceptual well design or test hole-based plan based upon applicable geologic/hydrogeologic units. Final design of the well will be determined by field conditions encountered and the District Project Manager.

On those occasions that unplanned material purchases or equipment rentals are required, and are not included in the Cost Schedule, the District and Contractor will negotiate their inclusion into the Work Order based on the actual cost, including applicable sales tax. Contractor shall not make changes authorized by any District representative without the issuance of a District Change Order. The Contractor shall provide a copy of the supplier's invoice with the Contractor's invoice to the District. Altered or amended supplier's invoices will be rejected.

The Contractor shall obtain authorization from the District Project Manager for any expenditure above the stated Work Order costs, prior to incurring said costs. Authorization will be provided through the issuance of a District Change Order to a Work Order pursuant to the terms and conditions of the Agreement.

The Contractor and District Project Managers shall mutually agree on the time frame for each Work Order, with a two-week notice given to the Contractor before work is to begin on a Work Order, unless

mutually agreed upon by both parties. Work shall proceed in a timely manner, without long delays between tasks on a Work Order.

No work shall proceed without the prior issuance of the written Work Order. Unless mutually agreed upon by both parties, the Contractor shall submit invoices upon completion of specific assignments as determined by Contractor and District's Work Order Manager.

In the interest of safety, project management and the successful completion of Work Orders, the Contractor shall provide each drill crew used in the performance of the work, with a wireless smart phone for field use that has email capability for the purpose of sending images and text. Text messages is not to be used to communicate with the District regarding the Work. NOTE: any communication with the District associated with this project via wireless smart phone will become a public record in accordance with paragraph 35 of this Agreement.

New construction and repair or abandonment of existing well(s):

The Contractor is responsible for the following activities unless otherwise indicated as a District responsibility or as otherwise specified in the issued Work Order.

Monitor wells shall be constructed according to the following specifications and the District's monitor well construction requirements (chapter 40C-3, Florida Administrative Code (F.A.C.)). Well construction will allow monitoring of the intended zone while not allowing the movement of water into the zone being monitored from the surface, underlying, or overlying sources.

The completed well shall be sufficiently plumb and straight, so there will be no interference with equipment used for sampling. The monitor wells shall be properly grouted and sealed to ensure that a representative sample can be obtained from the intended zone, and to protect groundwater from contamination.

Contractor shall furnish all labor, materials, tools, equipment, and clean water to complete well construction, sample, test and develop well. This applies to split spoon, core barrel and Shelby tube sampling; drilling the well borehole; installing the casing, screen, filter pack, bentonite seal and cement grout; well head completion; well development; and all other work and materials required for the completion of the monitor well.

Contractor shall be responsible for all applicable licenses and permits to perform the work described in the Work Order. Once the exact well locations are determined, the Contractor shall be responsible for checking all utilities at all sites and assuring that these utilities will not be interfered with during the drilling operation.

Contractor shall take reasonable precautions to avoid contamination of each well and surrounding site. The use of gasoline, lubricants, and other materials and chemicals necessary for drilling operations shall be closely monitored. No waste fluids, rubbish or other foreign materials shall enter the well or be discarded on the ground.

Upon completion of each well, the Contractor shall be responsible for restoring the site (as nearly as possible) to its original condition, including the removal of borehole sediments, cuttings, rubbish and excess or spilled materials resulting from or used in the drilling operations.

The water used for drilling and decontamination purposes and the tanks used for the transport of the water shall be clean and contaminant-free. It is the responsibility of the Contractor to obtain a source for all clean water needed for drilling and decontamination operations at all well locations.

The total depth or screen placement for each well shall be determined by the Contractor and District Project Manager acting through the District's field representative. This may require drilling a small diameter, mud rotary test hole for split spoon sampling and Shelby tube sampling in the surficial and intermediate aquifer and/or wire line coring and packer testing in the Floridan aquifer. Well logs may also be used to help determine well specifications. A standard suite of geophysical logs includes caliper, natural gamma, single point electric, electric (16 inch-64 inch normal), dual induction, temperature, fluid resistivity/conductance.

At the discretion of the District Project Manager, split spoon samples 2 feet in length, at 5 feet intervals (or continuously) may be requested at selected depths to determine water table depth and well screen placement. Contractor shall determine and report water table depth at these sites that require spit spoon samples. The collection of the split spoon samples will be determined on a site-by-site basis by the District Project Manager. Sites that already have adequate well log data may not require split spoon sampling. At the discretion of the District field representative, Shelby tube samples may be requested at select intervals. Shelby tube samples shall be sealed to prevent the loss or addition of moisture. Shelby tube samples shall be labeled with the well number and collection depth and given to the District field representative. Well cutting samples shall be collected, logged, and labeled every 5 feet and at distinct lithologic changes.

The preferred method for drilling monitor wells in unconsolidated sediments, is the hollow stem auger method. The Contractor's drill rig shall be capable of drilling wells using the hollow stem auger method up to a minimum depth of 50 feet. If drilling with the hollow stem auger is not possible due to hydrogeologic conditions, the mud rotary drilling method is acceptable. The size for hollow stem augers used to drill the well borehole shall be a minimum of 6¼ inches inside diameter for 4-inch diameter wells, and 4¼ inches inside diameter for 2-inch diameter wells, allowing adequate space between the augers, screen and casing for the filter pack and cement grout.

The Certa-Lok® SCH 40 PVC casing, SCH 40 threaded PVC casing and No. 10 slot (0.01 inch) PVC screen shall be new with all joints containing a watertight seal. Prior to installation, all casing and screen material shall be cleaned and rinsed with clean, contaminate free water. Solvent or PVC glue shall not be used without the approval of the District Project Manager.

The wells shall be cased from 18 to 36 inches above land surface to the top of the screen. Screen lengths of 10 feet or more shall have a section of casing and bottom cap of approximately 6 inches (a tail pipe to serve as a sediment trap) attached to the bottom of the screen (unless otherwise stipulated in the Work Order).

The preferred method of emplacement of the filter pack is by the tremie method so that bridging does not occur. An alternate method shall be used only with the approval of the District's Project Manager. With the tremie method, the filter pack material is introduced through a rigid pipe directly into the interval adjacent to the well screen, starting at the bottom of the borehole annulus. The tremie is raised periodically to allow the filter material to fill the space around the well screen.

The 20/30 filter sand around the screen and the sump shall extend from the bottom of the borehole to approximately two (2) to three (3) feet above the top of the screened interval. The filter pack shall be capped with a two-foot-thick bentonite seal and allowed one hour to hydrate after placement. Prior to adding the bentonite seal Contractor shall pump and/or surge well to ensure filter pack is properly seated.

Type I Portland cement grout (or an approved substitute) shall be emplaced by the tremie method from above the fine filter pack sand and bentonite seal to the surface. The minimum thickness of grout between the outer casing and the borehole annular wall shall be 2 inches. The grout shall be pumped down the tremie pipe in such a manner as to ensure the entire filling of the annular space in one continuous operation.

The PVC well casing shall extend 18 to 36 inches above the land surface, unless otherwise stipulated by a Work Order, and shall be covered with a lockable PVC compression cap. A protective steel casing with lockable cover shall be installed around the PVC well casing by placing the protective casing into the cement grout while it is still wet and uncured.

The protective steel casing shall be cleaned thoroughly with contaminant-free water prior to installation and shall be installed in a plumb position. The protective steel casing shall allow easy access to the well casing and allow easy removal of the casing cap. The top of the PVC compression cap shall extend 3 inches above the steel protective casing when the lockable cover is open. The steel casing shall have a drain hole near the cement pad so that water will not accumulate in the protective casing.

The space between the protective steel casing and the PVC casing shall be filled with 12 to 15 inches of coarse gravel. A 2 feet x 2 feet x 4 inches thick concrete pad shall slope away from the casing. Bollards may be required at the corners of the concrete pad. The District will provide an aluminum survey marker (to be placed in the wet cement pad) and a lock for the steel protective casing.

Well development shall be performed after each well is drilled. The surge block method of development for screened wells shall be used unless an alternate method is approved by the District's Project Manager. A surge block shall be used alternately with a pump and/or bailer so that material that has been agitated and loosened by the surging action is removed. Each well shall be developed by this cycle of surging and pumping/bailing until the water is clear and sediment-free. The surging procedures are applied to loosen bridges and move material toward the well screen. The surge block assembly shall be of sufficient weight to free-fall through the water in the borehole and create an outward surge. The surge block shall permit some of the fluid to bypass the block on the downward stroke around the perimeter of the surge block and/or through a bypass valve.

The surge block shall be lowered to the top of the well screen and operated in a pumping action with a typical stroke of approximately 3 feet. The surging shall start at the top of the well screen, and incrementally and gradually move downward to the bottom of the screened interval. Surging at each incremental depth shall be initially gentle, with surging energy gradually increased during the development process. The surge block shall be removed at regular intervals and a pump or bailer shall be used to remove turbid water from the well.

If the well pumps dry, the removal of turbid water shall be performed with a bailer. The use of introduced fluids into the monitored zone shall be avoided during the well development process.

Well development for wells drilled with mud in the Floridan aquifer will require forced air and conductor pipe to remove drilling fluids from the borehole. In addition, a high-capacity submersible pump and flow meter will be required to complete development.

Well repair and abandonment shall be performed in accordance with the District's 40C-3 F.A.C. rules and Chapter 373, Fla. Stat. The Contractor shall abandon each well by filling it from bottom to top with neat cement grout. Prior to abandonment, the Contractor shall determine the total depth below land surface of

the well by using the tremie pipe method. Each lift of cement shall be hard tagged by the tremie pipe prior to installation of additional cement.

Upon completion of abandonment, the casing shall be cut off at 1 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. If 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.

For quality control purposes, all drilling, formation sampling and well development equipment shall be cleaned and rinsed with clean, contaminant-free water at a safe down gradient distance from the well site. Decontamination shall be performed before mobilizing to the next site.

HQ wireline coring and wireline packer testing

The Contractor is responsible for the following activities unless otherwise indicated as a District responsibility or as otherwise specified in the issued Work Order.

Some sites may require HQ wireline coring and wireline packer testing to determine aquifer characteristics and changes in water quality with depth. Wireline packer testing may be requested during wire line coring operations. Typical open hole interval for packer testing will be 30 feet. However, the interval may change based on conditions during coring. The Contractor shall be paid at hourly well development rate for wire line packer test. District will provide water quality meters and forms for recording water levels, pumping rate, and water quality.

The Contractor shall:

- Trip up core rods to open the specified interval for packer testing.
- Develop borehole with air for a maximum of 1-hour.
- Record water level.
- Trip in and inflate wire line packer.
- Trip in submersible pump capable of pumping 30 gpm.
- Install flow meter and discharge line.
- Record water level prior to pump start.
- Purge a minimum of three casing volumes.
- During pumping record gpm and water level. GPM shall be recorded at pump start and every 15-minutes thereafter. Water levels shall be recorded every minute for the first 5-minutes after start of pumping, then every 5-minutes thereafter. Five-minute readings of water levels shall also be recorded in the annular zone.
- Record all pumping rates with a flow meter.
- Deflate and trip out packer and submersible pump.

If the test hole or core hole will not be incorporated into the construction of the monitor well, the Contractor shall cement the test hole to the surface after completion in accordance with District's 40C-3 F.A.C. rules and Chapter 373, Fla. Stat.

Geophysical Logging

The Contractor shall conduct geophysical logging as directed at each core site. The Contractor shall notify the District 24 hours in advance of any scheduled geophysical logging operations. The Contractor shall be

responsible for a straight, clear, and stable borehole for geophysical logging and shall prepare the borehole for logging operations by removing all cuttings (circulated-out) and by properly conditioning the borehole to prevent formation material from collapsing into the borehole.

The standard suite of geophysical logs shall be performed by the Contractor's logging subcontractor as necessitated by borehole conditions. Requirements for a standard suite of geophysical logs will vary as follows based on the hole conditions: standard suite of geophysical logs includes caliper, natural gamma, single point electric, electric (16 inch-64 inch normal), dual induction, temperature, fluid resistivity/conductance.

If the open borehole/corehole collapses prior to or during geophysical logging or is obstructed in any manner, the Contractor shall be responsible for adequately clearing out the borehole for successful logging operations to the total depth of the drilled interval. All specified geophysical logging tools must reach within 10 feet of the total depth of the interval, as measured by the length of drill pipe, logged in a continuous manner, record the appropriate data, and successfully retrieved. If these conditions are not met, the Contractor shall re-run the logs at their own expense.

Any down time related to contracted geophysical logging (e.g., stuck probe down-hole, tool problems or bridging) shall be the Contractor's responsibility and shall not be reimbursed by the District. The Contractor shall be responsible for all costs associated with retrieval "fishing" operations due to stuck or lost geophysical probe(s) down hole and will not be compensated for extra work or standby time during this period.

The Contractor shall furnish District field representative with a field copy of the geophysical logs at the time of log completion and two electronic copies submitted on Digital Video Disc (DVD) diskette or a USB 2.0 (or higher) flash drive and written in Log ASCII Standard (LAS) Version 2.0 (as defined by the Canadian Well-log Society) for all geophysical surveys conducted at the site.

The District may elect to conduct geophysical logging. Under these conditions and with the Contractor on site the Contractor will be compensated for standby time during logging activities.

V. DELIVERABLES

The Contractor shall provide the District with accurate records of well construction, well development and well lithology. Drillers notes shall include all billable materials, billable times, site activities along with their associated times, the depth and descriptions of any standard penetration test data, split spoon, core and Shelby tube samples, water levels with data collection time, and well development methods, time and results that are applicable.

The Contractor shall submit a Well Completion Report (or other reports as agreed upon by District and Contractor project managers wherein work is described) for each well constructed and/or abandoned that contains lithologic descriptions including data on color, type of material, and grain size at regular intervals, especially at lithologic changes.

The District will accept each well only after all well construction, completion, and development has been performed in a satisfactory manner, and after all required paperwork is accurately completed for each well. The Well Completion Report is due to the District Project Manager at time of final invoice.

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.

- (a) **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.
- (b) **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.
- (c) **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: Rob Brooks, Project Manager

CONTRACT NUMBER: 39298

CONTRACT TITLE: Monitor Well Construction and Well Maintenance Services

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: _____
Rob Brooks , District Project Manager

Acknowledged: _____ Date: _____
Amy Lucey, District Senior Procurement Specialist

c: Contract file
Financial Services

ATTACHMENT D — SAMPLE WORK ORDER

WORK ORDER AUTHORIZATION

Contract number: _____ Contract name: _____

Work Order No.: _____ Project name: _____

Work Order encumbrance number: _____

Work Order funding limit: \$ _____

To:

Annual funding limit (FY____)		\$
Prior total	\$	
Current W.O. amount	\$	
Total amt. to date	\$ 0.00	
Balance available		\$ 0.00

From: Rob Brooks, Project Manager

Type of Work Order:

- Type 1 (hourly)
- Type 2 (fixed price) \$ _____
- Type 3 (not to exceed) \$ _____

Work Order Manager (if appropriate):

Name: _____
 Phone: _____
 Email: _____

Description of Work: _____ All work shall be accomplished in accordance with the attached Statement of Work, Attachment A. Invoices shall reference the Contract number, Work Order number, and Work Order Encumbrance number; include the information required; and be submitted _____ to the Director, Office of Financial Services.

Special note: _____

Commencement Date: Work is authorized to proceed (CA: use one of the following) on the date this Work Order is executed by the District on _____. **Commencement of the work authorized herein prior to execution of this Work Order by Contractor constitutes acceptance of all terms and conditions of this Work Order.** Payment will not be made until this Work Order has been signed by Contractor and received by the District.

Completion Date: All work pursuant to this Work Order shall be completed by _____ (Completion Date). The Completion Date, if extended pursuant to the above-referenced contract governing this Work Order, shall not be extended beyond the current District fiscal year, ending on September 30, 20___. All invoices shall be submitted pursuant to the above-referenced contract and are subject to a ten percent penalty if submitted later than October 30, 20__.

 District

 Date

Acceptance of terms and conditions:

 Contractor

 Date