



SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT

**REQUEST FOR BIDS (RFB) 26-4983
DMIT MONITOR WELL CONSTRUCTION SERVICES
POLK COUNTY, FLORIDA**

**SUBMIT PROPOSALS TO:
SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT
ELECTRONICALLY THROUGH WWW.DEMANDSTAR.COM**

**DIRECT INQUIRIES TO: Chamanda Burris, Procurement Supervisor
TELEPHONE: (352) 505-2970
Email: procurement@watermatters.org
Posted: May 22, 2026**

The Southwest Florida Water Management District (District) requests bids from responsive and responsible Bidders to provide **Well Construction Services to Install Monitor Wells at three Central Florida Water Initiative (CFWI) Data, Monitoring, and Investigations Team (DMIT) Well Sites** in Polk County, Florida. These services and materials are more specifically described in this Request for Bids (RFB). The successful Bidder(s), hereinafter the Contractor(s) or the Driller(s), will deliver the required services and materials and render the required goods/services F.O.B. Destination at the Lake Annie, Coley Deep, and Lake Lowery Well Sites, located in Polk County, Florida.

NON-MANDATORY PRE-BID CONFERENCE/SITE VISITS

Thursday, June 9, 2026

10:00 a.m. Local Time

Lake Lowery Monitor Well Site
Near to - 4650 Lake Lowery Road, Haines City,
Florida 33844
Section/Township/Range: S11 & S14/T27S/R26E
Latitude: 28° 08' 35" N
Longitude: 81° 41' 23" W

11:30 a.m. Local Time

Lake Annie Monitor Well Site
6897 N Scenic Highway, Lake Wales, Florida 33898
Section/Township/Range: S34/T28S/R27E
Latitude: 27° 59' 52" N
Longitude: 81° 35' 44" W

1:30 p.m. Local Time

Coley Deep Monitor Well Site
200 South Orange Avenue, Frostproof, Florida 33843
Section/Township/Range: S33/T31S/R28E
Latitude: 27° 44' 36" N
Longitude: 81° 31' 46" W

All interested parties are recommended to be represented at the Non-Mandatory Pre-Bid Conference and the Non-Mandatory Site Visits. The purpose of the conference is to allow potential bidders an opportunity to present questions to staff and obtain clarification of the requirements of the RFB and to view the site. Because the District considers such a conference and site visit to be important to understanding the RFB requirements, representation at the pre-bid conference and the site visit is recommended to attend as a bidder. Minutes of the conference and site visit will not be created. The site visit will immediately follow the pre-bid conference at the above locations.

**THE DISTRICT ONLY RECEIVES BIDS THROUGH DEMANDSTAR
AT WWW.DEMANDSTAR.COM.**

**ALL QUESTIONS MUST BE SUBMITTED IN WRITING FOR RECEIPT BY
JUNE 17, 2026 AT 5:00 P.M. LOCAL TIME.**

BID DUE DATE AND OPENING: JUNE 30, 2026, AT 2:00 P.M. LOCAL TIME.

**SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT
REQUEST FOR BIDS 26-4983
DMIT MONITOR WELL SITES
WELL CONSTRUCTION SERVICES
POLK COUNTY, FLORIDA**

TABLE OF CONTENTS

PART I - INTRODUCTION

1.1	Internet Availability
1.2	Development Costs
1.3	Americans with Disabilities Act (ADA)
1.4	Correspondence
1.5	Questions
1.6	Bid Receipt and Opening
1.7	Delays, Changes and Addenda
1.8	Cancellation
1.9	Bid Withdrawal
1.10	Bid Signature and Form
1.11	Contract Price Bid
1.12	Rejection of Bid
1.13	Responsive/Responsible
1.14	References
1.15	Listing of Subcontractors
1.16	Bid Tabulation and Notice of Intended Decision
1.17	Protests
1.18	Execution of Contract
1.19	Law Compliance

PART II – GENERAL CONDITIONS

2.1	Definitions
2.2	Term
2.3	Taxes
2.4	Retainage
2.5	Owner Direct Purchases
2.6	Fuel Cost Adjustment
2.7	Manufacturer’s Name and Approved Equivalents
2.8	Public Records Law
2.9	Public Entity Crimes
2.10	Purchases by Other Public Agencies
2.11	Responsible Vendor Determination
2.12	Discrimination
2.13	Employment of Florida Residents
2.14	Employment Eligibility Verification
2.15	Scrutinized Companies
2.16	Lobbying Prohibition
2.17	Indemnification
2.18	Insurance
2.19	Bonding
2.20	Archaeological, Historical and Cultural Sites
2.21	Trench Safety Act
2.22	Value Engineering
2.23	Drawings and Specifications
2.24	Failure to Complete the Work on Time

2.25	Liquidated Damages
2.26	Contractor’s Understanding
2.27	Materials, Appliances, Employees
2.28	Tools, Plants and Equipment
2.29	Materials and Equipment Schedules
2.30	Standards for Quality and Workmanship
2.31	Guarantee
2.32	Estimated Quantities
2.33	Permits and Regulations
2.34	Protection of Work and Property
2.35	Construction Access
2.36	Inspection of Work
2.37	Tests
2.38	Resident Superintendent
2.39	Hours of Work
2.40	Progress Schedule and Schedule of Values (Post-Award)
2.41	Jessica Lunsford Act
2.42	No Use of Coercion for Labor or Services

PART III - SCOPE AND SPECIFICATIONS

3.1	Scope
3.2	Contractor Obligations and Responsibilities
3.3	Mobilization/Demobilization
3.4	Well Construction Services
3.5	Hourly Rate Services

PART IV – BID RESPONSE

4.1	Basis for Award of Contract
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ATTACHMENTS

Attachment 1	– Scope of Work for Lake Lowery Well Site
Attachment 2	– Scope of Work for Lake Annie Well Site
Attachment 3	– Scope of Work for Coley Deep Well Site
Attachment 4	– Bid Response Form
Attachment 5	– Contractor Qualification Requirements
Attachment 6	– Contractor References
Attachment 7	– Certification Clean Air Act/Clean Water Act
Attachment 8	– Trench Safety Act Compliance Form
Attachment 9	– Bid Bond
Attachment 10	– Payment and Performance Bond
Attachment 11	– Sample Agreement

PART I - INTRODUCTION

1.1 INTERNET AVAILABILITY.

District solicitations, reference documents (unless exempt and/or confidential), addenda and questions and answers (Q&As) are available for review and may be downloaded via DemandStar at www.demandstar.com and on the District's website at <http://www.watermatters.org/procurement>.

1.2 DEVELOPMENT COSTS.

Neither the District nor its representatives will be liable for any expenses incurred in connection with the preparation of a response for this RFB. All submissions should be prepared simply and economically, providing a straightforward and concise description of the Bidder's ability to meet the requirements of this RFB.

1.3 AMERICANS WITH DISABILITIES ACT (ADA).

The District does not discriminate on the basis of disability. This nondiscrimination policy involves every aspect of the District's functions, including access to and participation in the District's programs, services, or activities. Anyone requiring reasonable accommodation, or who would like information as to the existence and location of accessible services, activities, and facilities, as provided for in the Americans with Disabilities Act should contact the District's Human Resources Office Chief, at 2379 Broad Street, Brooksville, Florida 34604-6899; telephone (352) 796-7211, or 1-800-423-1476 (FL only); or email to ADACoordinator@WaterMatters.org. If you are hearing or speech impaired, please contact the District using the Florida Relay Service, 1-800-955-8771 (TDD) or 1-800-955-8770 (Voice). If requested, appropriate auxiliary aids and services will be provided at any public meeting, forum, or event of the District. In the event of a complaint, please follow the grievance procedure located at WaterMatters.org/ADA.

1.4 CORRESPONDENCE.

Unless otherwise stated or notified in writing, correspondence relating to this RFB will be sent to the District at the physical address or email address set forth in the heading of this RFB, and to the Bidder at the physical address or email address stated on the Bid Response Form.

1.5 QUESTIONS.

All questions should be presented in writing to the Procurement Services Office at procurement@watermatters.org for receipt no later than **the date and time listed on the Cover Sheet**. Inquiries must reference the date of bid opening, bid title and number. Bidders are responsible for checking the websites listed in Section 1.1 Internet Availability, for the District's responses to the questions presented.

1.6 BID RECEIPT AND OPENING.

The bid opening will be public, on the date and at the time specified on the Cover Sheet. It is the Bidder's responsibility to ensure that its response is uploaded to the DemandStar website before the due date and time. Bids that for any reason are not so received will not be considered. The Bidders must submit one (1) complete response package electronically through www.demandstar.com. Instructions on how to submit documents are included with this RFB. Bids that are not received in a timely manner will not be accepted. The DemandStar time stamp will be conclusive as to the timeliness of filing. THE DISTRICT HAS NO CONTROL OVER WHETHER

WWW.DEMANDSTAR.COM IS EXPERIENCING TECHNICAL DIFFICULTIES. Responses will remain binding upon the Bidder for a period of 120 days thereafter.

The District may make an award within 120 days after the date of the opening, during which period the bids shall remain firm and shall not be withdrawn. If award is not made within 120 days, the bids shall remain firm until either the District awards the contract or the District receives written notice from a Bidder that its response is withdrawn.

TO MAINTAIN A SECURED SEALED PROCESS ELECTRONIC SUBMISSIONS MAY BE MADE ONLY THROUGH THE DEMANDSTAR PLATFORM. FAXES, EMAILS, OR HAND DELIVERY WILL NOT BE ACCEPTED. SOLICITATION PACKAGE DOCUMENTS MAY BE ELECTRONICALLY SIGNED OR SIGNATURES TRANSMITTED ELECTRONICALLY (VIA PDF, ETC.). ELECTRONIC SIGNATURE/ TRANSMISSION SHALL BE DEEMED THE SAME AS A HANDWRITTEN SIGNATURE/ORIGINAL EXECUTED COPY FOR THE PURPOSES OF VALIDITY, ENFORCEABILITY, AND ADMISSIBILITY.

The bid opening is open to the public. The bid opening will be held virtually at the date and time listed on the Cover Sheet of this RFB. Persons may listen to the opening by clicking on the "Join Microsoft Teams Meeting" title below. You may also click on or copy and paste the following Teams Link URL into your browser:

To view or listen to bid openings:

Join Microsoft Teams meeting on your computer, or mobile app via Or call in (audio-only)

[Join the meeting now](#)

<https://bit.ly/3P8LqsO>

Dial in by phone

[+1 786-749-6127,200253820#](tel:+17867496127,200253820#) United States, Miami

[Find a local number](#)

Phone conference ID: 200 253 820#

1.7 DELAYS, CHANGES AND ADDENDA.

The District reserves the right to delay scheduled RFB due dates if determined to be in the best interest of the District. Any changes, delays, addenda or questions and answers related to this RFB issued by the District will be posted to the websites identified in Section 1.1, Internet Availability. Persons/firms receiving the RFB from the District's internet website are responsible to recheck the websites for any changes or addenda related to this RFB. Bidders will acknowledge receipt of all addenda in their responses.

1.8 CANCELLATION.

The District reserves the right to cancel the RFB prior to or after the bid opening, reject all bids, or cancel the Award or Intent to Award and will give notice of cancellation by posting a notice on the websites identified in Section 1.1 Internet Availability. An Award or Intent to Award does not constitute a contract with the District. Thus, the District may cancel the Award or Intent to Award after it has been made but before a contract has been executed.

1.9 BID WITHDRAWAL.

Bids may be withdrawn at any time prior to the bid opening.

1.10 BID SIGNATURE AND FORM.

An authorized representative of the Bidder must electronically sign the attached Bid Response Form where indicated. All bids must be typed or printed and signed in the spaces provided on the Bid Response Form. All corrections made to the bid by the Bidder must be initialed.

1.11 CONTRACT PRICE BID.

The total bid amount must be typed or written on the Bid Response Form and include the bid breakouts where indicated. The Bid Response Form will include fixed price, unit price, and/or Allowance price pay items for the project work. The total bid amount must be stated in both words and figures, as indicated in the appropriate place in the Bid Response Form. In the event there is a discrepancy between the price written in words and the price written in figures, the former will govern.

1.12 REJECTION OF BID.

The District reserves the right to reject any and all bids or waive any minor irregularity or technicality in bids received. Bids which are incomplete, unbalanced, conditional, obscure or which contain additions not required, or irregularities of any kind, or which do not comply in every aspect with the RFB, may be rejected at the option of the District. Obvious errors in the bid may be grounds for rejection of the bid.

1.13 RESPONSIVE/RESPONSIBLE.

In order to be deemed responsive, the Bidder must possess a Certified Florida Water Well Contractor's license, at the time of Bidder's submittal. At the time of submitting a bid response, the District requires that the Bidder and its subcontractors be properly licensed and registered to do business in the State of Florida in accordance with applicable Florida Statutes.

Responses that do not meet all requirements of this solicitation or fail to provide all required information, documents, or materials as provided in PART IV – BID RESPONSE, may be rejected as non-responsive. Bidders whose responses, past performance, or current status do not reflect the capability, integrity or reliability to fully and in good faith perform the requirements of the bid may be rejected as non-responsive.

The District reserves the right to determine which responses meet the requirements of this solicitation, and which Bidders are responsive and responsible. The District reserves the right, before awarding the bid, to require a Bidder and its subcontractors to submit such evidence of their qualifications as it may deem necessary and may consider any evidence available to it of the financial, technical, and other qualifications and abilities of a Bidder to perform the work in a satisfactory manner and within the time specified. The Bidder is assumed to be familiar with all federal, state or local laws, ordinances, rules, and regulations that in any manner affect the work, and to abide thereby if awarded the bid. Ignorance of legal requirements will in no way relieve the Bidder's responsibility. Bidders must verify the qualifications and performance record of any and all proposed subcontractors to ensure acceptability.

1.14 REFERENCES.

The Bidder must complete all fields in Attachment 5, CONTRACTOR QUALIFICATION REQUIREMENTS, and provide a minimum of three references who can verify the Bidder's qualifications and past performance. The Bidder are strongly encouraged to contact each listed reference in advance and inform them that the District will be reaching out to confirm the reference information. Please note that the District's inability to confirm the provided references may result in the Bid being rejected.

1.15 LISTING OF SUBCONTRACTORS.

The Bidder may subcontract services. The Bidder must provide written notice to the District before subcontractors perform any Project work. All subcontractors of the Bidder shall perform as independent contractors of the Bidder and not as employees, representatives, or agents of the District.

1.16 BID TABULATION AND NOTICE OF INTENDED DECISION.

The names of bidders and their prices (bid tabulations) will be announced at the bid opening and bid recaps (listing the names of bidders who submitted a bid in response to this RFB and their prices listed at time of opening) will be posted for review by interested parties on the on the websites identified in Section 1.1 Internet Availability. in accordance with section 255.0518, Florida Statutes. Bid recaps and bid tabulations will not be provided by telephone or email. Pursuant to section 119.071(1) (b), Florida Statutes, bids received by the District are exempt from bid disclosure until such time as the District provides notice of intended decision or until 30 days after opening the bids, whichever is earlier.

The District will award the contract in accordance with section 4.1 Basis for Award of Contract. A Notice of Intent to Award will be posted for review on the websites identified in section 1.1 Internet Availability.

1.17 PROTESTS.

Any Bidder who protests the bid specifications or intended decision, or intent to award, must file with the District a notice of protest and formal written protest in compliance with Chapter 28-110, Florida Administrative Code, and applicable provisions in Section 120.57, Florida Statutes. Failure to file a protest within the time prescribed in section 120.57(3), Florida Statutes, will constitute a waiver of proceedings under chapter 120, Florida Statutes.

1.18 EXECUTION OF CONTRACT.

By submitting a bid, the Bidder agrees to all the terms and conditions of this RFB. Any changes offered by a Bidder in a bid will not be considered by the District. The submittal of a bid will constitute acknowledgement of all terms and conditions of this RFB and the District will construe the bid as though no changes were presented. If a Bidder desires to propose a change to a term or condition of the RFB or Sample Agreement, Bidder must submit its request under the procedure set forth in Section 1.5, Questions. The successful Bidder must submit a Payment and Performance Bond and Certificate of Insurance to the District within ten days from notice that the Contractor has been awarded the contract. The Contractor will mobilize and commence project work within 120 days from the date indicated on the "Notice to Proceed" from the District.

1.19 LAW COMPLIANCE.

The Contractor will abide by and assist the District in satisfying all applicable federal, state and local laws, rules, regulations and guidelines related to performance under the Agreement. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, handicap, disability, marital status or national origin. If applicable, the Contractor agrees to comply with the Consultants' Competitive Negotiation Act, Section 287.055, Florida Statutes, in the procurement of professional services required for the work.

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PART II - GENERAL CONDITIONS

2.1 DEFINITIONS.

- 2.1.1 **Affidavit:** The instrument which is to be signed by the Contractor and submitted to the District upon completion of the job, showing that all invoices have been paid.
- 2.1.2 **Agreement:** A properly executed, binding, written contract containing terms, conditions, and obligations governing the relationship between the District and the Contractor.
- 2.1.3 **Allowance:** Monies allocated on the Bid Response Form for a defined line item for costs associated with an established unit cost line item in the bid or for costs associated with a defined item on the bid form that is supported by invoice and payment records provided by the Contractor. Allowances must be authorized by the District in writing prior to initiating any Work to be paid from an Allowance.
- 2.1.4 **And:** Shall also mean "or" and the word "or" shall also mean "and" whenever the contents or purpose so requires.
- 2.1.5 **Bidder:** Any person who submits a bid for the Project described in this Request for Bids.
- 2.1.6 **Contingency:** The amount identified in the Agreement that is for the sole use of the District to cover unanticipated costs and is not included within the term Contract Price.
- 2.1.7 **Contractor:** The person/firm whose bid is accepted by the District, and who will thereafter enter into a formal contract with the District to do the work as bid upon.
- 2.1.8 **Contract Documents:** They will consist of the following items, including all modifications thereto incorporated into them before their execution: RFB, Contract, Referenced Exhibits or Documents and all documents identified in Paragraph 1.18, Execution of Contract, including all reference documents.
- 2.1.9 **District:** The Southwest Florida Water Management District, Brooksville, Florida. Also referred to as Owner.
- 2.1.10 **District Project Manager:** Refers to the individual representing the District on all matters relating to the execution of the construction contract, acting personally or through an assistant duly authorized in writing. The District's Project Manager for this Project is Reed Putnall, Geohydrologic Data Section.
- 2.1.11 **Hydrogeologist:** Refers to the District's Project Hydrogeologist. The project hydrogeologist for this Project is Julie Zydek, Geohydrologic Data Section.
- 2.1.12 **Inspector:** Refers to an authorized representative of the hydrogeologist assigned to inspect the work of others.
- 2.1.13 **Milestone:** A principal event in the performance of the Project that the Agreement requires Contractor to achieve by an intermediate completion date, or by a time prior to Substantial Completion of all the project work.
- 2.1.14 **Notice of Intent to Award:** The official letter from the District announcing the successful Bidder. Neither this notice nor the response constitutes a contract with the District.
- 2.1.15 **Notice To Proceed:** The official letter from the District to the Contractor notifying the company that the contract has been executed and to proceed with the construction.
- 2.1.16 **Owner Direct Purchases:** Materials purchased by the District.
- 2.1.17 **Person:** Means and includes any individual, partnership, society, association, joint stock company, corporation, estate, receiver, trustee, assignee, referee or other capacity, whether appointed by a court or otherwise, and any combination of individuals.

- 2.1.18 **Plans or Drawings**: The official approved drawings referenced in this RFB, or exact reproductions thereof which show the location, character, dimensions and details of the work to be completed and which are to be considered as a part of the contract documents, the same as though attached thereto. The words, plans and drawings are used interchangeably herein.
- 2.1.19 **Principal**: When used in the Contract Bond, the word "Principal" means the same as the word "Contractor."
- 2.1.20 **Scope of Work**: The specific work, improvement, or job, to which these Contract Documents apply as described in this RFB.
- 2.1.21 **Subcontractor**: Any corporation, partnership, firm or individual who contracts with the Contractor with the approval of the District to perform work at or about the construction site, for or on behalf of the Contractor; in a manner other than or in addition to furnishing materials, plants or equipment.
- 2.1.22 **Substantial Completion**: Unless otherwise specified in this RFB, the work (or a specified part thereof) which has progressed to the point where, in the opinion of the District hydrogeologist, which may be evidenced by hydrogeologist definitive certificate of Substantial Completion, it is sufficiently complete, in accordance with the contract documents, so that the work (or specified part) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the work refer to Substantial Completion thereof.
- 2.1.23 **Surety**: The corporation or individual, bound by the Contract Bond with and for the Contractor, and who is primarily liable and engages to be responsible for the Contractor's acceptable performance of the work for which the Agreement has been made, and for its payment of all debts pertaining thereto.
- 2.1.24 **Work**: Includes labor or materials or both, equipment, transportation, or other facilities necessary to complete the Project.

2.2 **TERM.**

2.2.1 Lake Lowery Well Site:

A Notice to Proceed (NTP) will be issued by the District. The Contractor shall commence Project work within 120 days from the date indicated on the NTP. The Contractor shall achieve Substantial Completion no later than December 31, 2026 and Final Completion no later than March 5, 2027.

2.2.2 Lake Annie Well Site:

A Notice to Proceed (NTP) will be issued by the District. The Contractor shall commence Project work within 120 days from the date indicated on the NTP.

2.2.2.1 The Contractor shall reach Substantial and Final Completion based on the dates or the timeline provided below, whichever comes first:

2.2.2.1.1 The Contractor shall achieve Substantial Completion no later than December 31, 2026 and Final Completion no later than March 5, 2027.

2.2.2.1.2 From commencement of Project work to:

- Substantial Completion shall be no more than 120 calendar days.
- Final Completion shall be no more than 180 calendar days.

2.2.3 Coley Deep Well Site:

A Notice to Proceed (NTP) will be issued by the District. The Contractor shall commence Project work within 120 days from the date indicated on the NTP.

2.2.3.1 The Contractor shall reach Substantial and Final Completion based on the dates or the timeline provided below, whichever comes first:

2.2.3.1.1 The Contractor shall achieve Substantial Completion no later than March 5, 2027 and Final Completion no later than May 5, 2027.

2.2.3.1.2 From commencement of Project work to:

- Substantial Completion shall be no more than 120 calendar days.
- Final Completion shall be no more than 180 calendar days.

Parts of the Work shall be substantially completed on or before the following Milestone(s):

- The Surficial Aquifer Monitor Well shall achieve Substantial Completion no later than December 31, 2026.

2.3 TAXES.

The District is exempt from state sales tax (exemption number 85-8013700387C-6). Costs on the Bid Response Form must include Florida state sales and any other taxes, applicable to materials purchased by the Contractor in accordance with Florida and federal law.

2.4 RETAINAGE.

The District will hold back a retainage of five percent (5%) of each invoice amount. Retainage will be released by the District and the Contractor in accordance with the Local Government Prompt Payment Act, Part VII of Chapter 218, Florida Statutes. Prior to the District's release of final payment, the Contractor must provide the District with a properly executed Affidavit stating that the Contractor has complied with the Local Government Prompt Payment Act with respect to all lower tier entities such as subcontractors, suppliers, etc., and that all taxes have been paid, a Final Release of Lien and a Consent of Surety to Final Payment. Sample forms are set forth in this RFB.

2.4.1 The District may, in addition to other remedies available at law or equity, retain such monies from amounts due the Contractor as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against the District. The District may set off any liability or other obligation of the Contractor or its affiliates to the District against any payments due the Contractor under any contract with the District. The District reserves the right to withhold payment until samples, shop drawings, additional bonds, or any other items required by the Agreement have been submitted to the satisfaction of the District's Project Manager. Amounts withheld under this subparagraph will not be considered due and will not be paid until the ground(s) for withholding payment have been remedied.

2.5 OWNER DIRECT PURCHASES.

Owner Direct Purchases are not applicable to this RFB.

2.6 FUEL COST ADJUSTMENT.

The District will make price adjustments to reflect increases or decreases in the price of gasoline and diesel fuel from those in effect during the month in which bids were received. Price adjustments for fuel will be made only when the current price varies by more than five percent

from the bid price (base price) with the Contractor absorbing the first five percent increase and the District absorbing the first five percent decrease. The bidder will state its current cost per gallon of fuel in the area provided on the Bid Response Form (documentation of cost (invoices/receipts) are required prior to contracting). The stated cost per gallon will be used as the base price for computing any allowable escalation/de-escalation in the unit cost of fuel. The Contractor must report and provide supporting documentation for the number of gallons and cost of fuel used for each month of this project. Contractor markups on fuel are not permitted. The fuel cost escalation/de-escalation will not exceed the percentage change in the United States Department of Labor Producer Price Index for Gasoline, Series Id WPU0571, and No. 2 diesel fuel, Series Id WPU057303, not seasonally adjusted, base date 1982, for the time period of use. Price adjustments will be paid, or deducted, upon District approval of the written documentation.

2.7 MANUFACTURER'S NAME AND APPROVED EQUIVALENTS.

Manufacturers name and approved equivalents is not applicable to this RFB.

2.8 PUBLIC RECORDS LAW.

Correspondence, materials, and documents created or received pursuant to this RFB are subject to the provisions of Chapter 119, Florida Statutes, Florida's Public Records Law. Bidders' failure to comply with Chapter 119, Florida Statutes will be grounds for rejection of the bid or termination of any contract by the District.

2.8.1 Pursuant to Subsection 119.071(3)(b), Florida Statutes, building plans, blueprints, schematic drawings, and diagrams, including draft, preliminary, and final formats, which depict the internal layout and structural elements of a building, or other structure owned or operated by the District are exempt from the inspection, examination and duplication of public records provisions of Subsection 119.07(1), Florida Statutes, and Subsection 24(a), Article I of the State Constitution. Information made exempt by Subsection 119.071(3)(b), Florida Statutes, may only be disclosed to other governmental entities if disclosure is necessary for the receiving entity to perform its duties and responsibilities; to licensed architects, or contractors who are performing work on or related to the building or other structure; or upon a showing of good cause before a court of competent jurisdiction. Entities or persons receiving such information are required to maintain the exempt status of the information. Bidders agree to keep such information confidential. The successful Bidder, hereinafter the Contractor, agrees to include the above provision in all agreements with subcontractors that are related to the Contractor's performance under the Agreement, and to which the provisions of Chapter 119, Florida Statutes, also apply.

2.8.2 This section shall survive the award, termination, expiration, or cancellation of this RFB.

2.9 PUBLIC ENTITY CRIMES.

Pursuant to Subsections 287.133(2) and (3), Florida Statutes, a person or affiliate who has been placed on the Convicted Vendor List following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids 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 Section 287.017, Florida Statutes, for Category Two, for a period of 36 months following the date of being placed on the Convicted Vendor List. By submitting its bid, the Contractor warrants that it is not currently on a Suspended Vendor List and that it has not been placed on a Convicted Vendor List in the past 36 months. The Contractor further agrees to notify the District if placement on either of these lists occurs. The Contractor agrees to include this provision in all subcontracts

and require the Public Entity Crimes Statement Form, for all subcontracts or lower tier agreements executed to support the Contractor's work under the Agreement.

2.10 PURCHASES BY OTHER PUBLIC AGENCIES.

Purchases by Other Public Agencies is not applicable to this solicitation.

2.11 RESPONSIBLE VENDOR DETERMINATION.

The bidder is hereby notified that Section 287.05701, Florida Statutes, requires that the District may not request documentation of or consider a vendor's social, political, or ideological interests when determining if the vendor is a responsible vendor.

2.12 DISCRIMINATION.

Discrimination is not applicable to this RFB.

2.13 EMPLOYMENT OF FLORIDA RESIDENTS.

Employment of Florida residents is not applicable to this RFB.

2.14 EMPLOYMENT ELIGIBILITY VERIFICATION.

In accordance with Section 448.095, Florida Statutes, the bidder, prior to entering into a contract with the District, certifies: (i) it and any subcontractor, will be registered with and use the E-Verify system operated by the U.S. Department of Homeland Security to verify the work authorization status of all new employees of the Contractor or subcontractor, (ii) that during the year prior to making its submission or entering into a contract with the District, no contract of the bidder was terminated by a public employer in compliance with Section 448.095, Florida Statutes, and (iii) it is and shall remain in compliance with Sections 448.09 and 448.095, Florida Statutes, including securing and maintaining subcontractor affidavits as required by Section 448.095(2)(b), Florida Statutes. Upon good faith belief that the bidder or its subcontractors of any tier have knowingly violated Sections 448.09(1) or 448.095(2), Florida Statutes, the District shall terminate (or order the termination of) their contract. The bidder shall be liable for any additional cost incurred by the District as a result of its termination. The District's receipt of proof that the bidder is an E-Verify system participant is a condition precedent to any District contract. Information on how to obtain proof of participation, register for and use the E-Verify system may be obtained via U.S. Department of Homeland Security website: <http://www.dhs.gov/E-Verify>. This provision shall be incorporated into any resulting contract with the District.

2.15 SCRUTINIZED COMPANIES.

Pursuant to section 287.135, Florida Statutes, a company that, at the time of submitting a bid or proposal for a new contract or renewal of an existing contract, is on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, is ineligible to, and may not bid on, submit a proposal for, or enter into or renew a contract with an agency or local governmental entity for goods or services in any amount. If the goods or services are in the amount of one million dollars or more, the company must also not be on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in Iran Terrorism Sectors List or be engaged in business operations in Cuba or Syria. By submitting a bid, the bidder certifies that it is not on any of the lists or engaged in any of the prohibited activities identified above, as applicable based upon the amount of this Agreement.

2.16 LOBBYING PROHIBITION.

Lobbying prohibition is not applicable to this RFB.

2.17 INDEMNIFICATION.

The Contractor agrees to indemnify and hold harmless the District, its agents, employees and officers, from and against all liabilities, claims, damages, expenses or actions, either at law or in equity, including attorneys' fees and costs and attorneys' fees and costs on appeal, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Contractor, its agents, employees, subcontractors, assigns, heirs or anyone for whose acts or omissions any of these persons or entities may be liable during the Contractor's performance under the Agreement. This paragraph shall survive the expiration or termination of the Agreement.

2.18 INSURANCE.

See Attachment 11, SAMPLE AGREEMENT, Section 10, INSURANCE REQUIREMENTS.

2.19 BONDING.

2.19.1 **BID BOND.** Bidders will furnish a forfeiture bid bond, cashier's check, or certified check with the bid response in the amount equal to 5% of their **PROJECT TOTAL BID AMOUNT** as a guarantee that the awarded Bidder will enter into an agreement with the District, if awarded, and furnish the required Payment and Performance Bond. A sample forfeiture type bond is attached to this RFB.

2.19.1.1 Electronic submittals require a copy of the bid security (forfeiture bid bond, cashier's check, or certified check) to accompany the submission. The original bid security will be delivered within three business days after the bid opening or postmarked on or before the bid opening date.

2.19.1.2 After the bids have been compared, the District may, at its discretion, return the bid bonds accompanying such bids as in its judgment would not likely be considered in making the contract award. All other bid bonds will be held until the contract and performance bond have been executed.

2.19.2 PAYMENT AND PERFORMANCE BOND.

If the contract amount is over \$200,000, prior to the District's execution of the Agreement, a Payment and Performance Bond that conforms with Section 255.05, Florida Statutes, will be required of the Contractor as stated in 1.18, Execution of Contract.

2.19.2.1 The Payment and Performance Bond must be for an amount not less than the Total Bid Amount, including Contingency. The bond must remain in full force and effect as provided in the Contract Documents. The cost of the bond must be included in the Total Bid Amount on the Bid Response Form.

2.19.2.2 This Bond must be written through a surety company licensed to do business in the state of Florida that holds a Certificate of Authority as an acceptable surety on federal bonds (Department of Treasury's Listing of Approved Sureties, Department Circular 570).

2.19.2.3 As required by section 255.05, Florida Statutes, the executed Payment and Performance Bond must be recorded in the public records of the county(ies) where the project is located.

2.19.2.4 In lieu of providing a Payment and Performance Bond, at the discretion of the District, the successful Bidder may substitute either cash; a money order; a cashier's check; or a domestic corporate bond, note, or debenture, made payable to the District. The District shall determine the required value of an alternative form of security.

2.19.2.5 If, after award of the Work, the District adds or increases the Owner's Contingency Amount, the District agrees to pay the Contractor for any bond premium increase it incurs at the rate of incursion if such premium is reasonable, as determined by the District in its sole discretion. The District's payment obligation under this section is contingent upon the Contractor providing documentation evidencing said premium increase.

2.19.2.6 Any increase in the Agreement amount after contract execution, will require the Contractor to automatically increase the Payment and Performance Bond to equal the revised amount. The Contractor must provide the District with evidence of same prior to commencing the additional Work.

2.19.3 POWER OF ATTORNEY.

Bid Bonds and Payment and Performance Bonds signed by an Attorney-in-Fact must be accompanied by a certified copy of such person's Power of Attorney to sign.

2.20 ARCHAEOLOGICAL, HISTORICAL AND CULTURAL SITES.

If archaeological artifacts are uncovered during construction, the Contractor must stop work in the area and promptly notify the District so that a course of action can be determined.

2.21 TRENCH SAFETY ACT.

The Contractor must comply with the Trench Safety Act, Section 553.60 through 553.64, Florida State. The Contractor must complete and submit the Trench Safety Act Compliance Form (Sample is attached to this RFB), as part of the Contractor's bid package.

2.22 VALUE ENGINEERING.

Value engineering is not applicable to this RFB.

2.23 DRAWINGS AND SPECIFICATIONS.

Refer to Attachment 1, Scope of Work for Lake Lowery and Figures 1-4, Attachment 2, Scope of Work for Lake Annie and Figures 1-4, and Attachment 3, Scope of Work for Coley Deep and Figures 1-4.

2.23.1 All Drawings and Specifications and copies thereof furnished by the District are the property of the District and are not to be used on other work; and with the exception of the signed contract set, are to be returned to the District at the request of the District upon the completion of the Work.

2.24 FAILURE TO COMPLETE THE WORK ON TIME.

The Contractor will take into account all contingent work which is to be done by other parties arising from any cause whatsoever and will not plead his want of knowledge of said contingent work as an excuse for delay in its work or for non-performance.

2.24.1 Nothing in this Paragraph will be construed as limiting the right of the District to declare the Agreement forfeited, or to take over the work, or to claim damages for the failures of

the Contractor to abide by each and every one of the terms contained in the Contract Documents. Completion date will be construed as being the date on which the work is fully accepted by the District.

2.24.2 If the Contractor is delayed at any time, in the progress of the work, by an act of neglect of the District or its employees, agents, or consultants or by changes ordered by the District or by strikes, lockouts, fire, unavoidable casualties or any other causes beyond the Contractor's control, then the time of completion will be extended for such reasonable time as the District's Project Manager may decide. This is the Contractor's sole remedy for the delays set forth in this Paragraph.

2.25 LIQUIDATED DAMAGES.

The Contractor and the District recognize that time is of the essence for the performance of the work and that the District will suffer financial and other losses if the Project is not completed and Milestones not achieved within the times required by this Agreement, as duly modified. The parties also recognize the delays, expense, and difficulties involved in proving, in a legal or arbitration proceeding, the actual loss suffered by the District if the work is not completed on time, aside from the additional cost of inspection and supervision. Accordingly, instead of requiring any such proof, the District and the Contractor agree that as liquidated damages for delay (but not as a penalty):

- Milestone 1: The Contractor shall pay the District \$235.80 for each day that expires after the time specified for Milestone 1.
- Final Completion: The Contractor shall pay the District \$235.80 for each day that expires after the time specified for Final Completion.

2.26 CONTRACTOR'S UNDERSTANDING.

It is understood and agreed that the Contractor has, by careful examination, satisfied himself as to the nature and location of the work, the character, quality, and quantity of the materials to be encountered, the character of the equipment and facilities needed preliminary to and during the prosecution of the work, the general and local conditions, and all other matters which can in any way affect the work under the Agreement. The Contractor acknowledges that he has investigated and correlated his observations with the requirements of this RFB and satisfied himself as to the conditions affecting the work. These conditions include, but are not restricted to, those bearing upon transportation, disposal, handling and storage of materials, availability of labor, water, electric power, roads and uncertainties of weather, river stages, lake stages, tides, or similar physical conditions at the site, and the character of equipment and facilities needed preliminary to and during prosecution of the work. The Contractor further acknowledges that he has satisfied himself as to the character, quality and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the site, including all Drawings and Specifications and all other documents made a part of this RFB. Any failure by the Contractor to acquaint himself with the available information will not relieve the Contractor from its responsibility for estimating properly the difficulty or cost of successfully performing the work. The District assumes no responsibility for any conclusions or interpretations made by the Contractor on the basis of the information made available by the District, its officers or employees prior to the execution of the Agreement, unless such information has been stated expressly in this RFB.

If the Contractor believes that any subsurface or physical condition that is uncovered or revealed either: 1) is of such a nature as to establish that any technical data on which the Contractor is entitled to rely under this RFB is materially inaccurate; or 2) is of such a nature as to require a change in the Contract Documents; or 3) differs materially from that shown or indicated in the Contract Documents; or 4) is of an unusual nature, and differs materially from conditions ordinarily

encountered and generally recognized as inherent in work of the character provided for in the Contract Documents; then the Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any work in connection therewith, notify hydrogeologist in writing about such condition. The Contractor shall not further disturb such condition or perform any work in connection therewith (except as aforesaid) until receipt of written order to do so.

2.27 MATERIALS, APPLIANCES, EMPLOYEES.

Unless otherwise stipulated, the Contractor will furnish and pay for all materials, labor, water, tools, equipment, light, power, transportation, and other facilities necessary for the execution and completion of the work.

2.28 TOOLS, PLANTS AND EQUIPMENT.

If at any time before the commencement or during the progress of the work, tools, plants or equipment appear to the District to be insufficient, inefficient or inappropriate to secure the quality of work required, or the proper rate of progress, the District may order the Contractor to increase their efficiency, to improve character, to augment its number or substitute new tools, plants or equipment, as the case may be and the Contractor will conform to such order. The failure of the District to demand such increase of efficiency will not relieve the Contractor of his obligation to secure the quality of work and the rate of progress necessary to complete the work within the time required by the Agreement and to the satisfaction of the District.

2.29 MATERIALS AND EQUIPMENT SCHEDULES.

The Contractor will provide a schedule listing the equipment to be used during well construction activities. The equipment schedule will include: the description of the equipment, the quantity, manufacture, purpose, and working condition of the equipment. Refer to Attachment 5, Contractor Qualification Requirements.

2.30 STANDARDS FOR QUALITY AND WORKMANSHIP.

All materials, equipment, and supplies furnished by the Contractor for permanent incorporation in the work will be new and of quality standards as specified. Workmanship will be first class and the finished product equal to the best-accepted standards of the trade for the category of work performed. It is the District's intent to obtain a high-quality job that will operate and function with the least maintenance costs.

2.31 GUARANTEE.

All equipment, materials, and installation thereof which are furnished by the Contractor will be guaranteed by the Contractor against defective workmanship, mechanical and physical defects, leakage, breakage and other damages and failure under normal operation for a period of one (1) year from the date of acceptance thereof by the District or such longer duration if required in the Technical Specifications, whichever is longer. Each item of equipment or materials and installation proving to be defective within the specified period of the guaranty will be replaced without cost to the District by the Contractor or by the Surety.

The remainder of this page intentionally left blank.

2.32 ESTIMATED QUANTITIES.

Unless otherwise specified, the quantities stipulated in the bid for various items are estimates only and subject to increase or decrease in order to make them conform to the program or work selected and actual construction performed.

2.33 PERMITS AND REGULATIONS.

The Contractor will be responsible to secure all necessary permits for the project. The Contractor will keep copies of these permits at the construction site(s) throughout the construction period. The Contractor will be responsible for complying with all conditions of the aforementioned permits.

The Contractor will give all notices and comply with all laws, ordinances, rules and regulations bearing on the conduct of the Work as drawn and specified. If the Contractor observes that the Drawings and Specifications are at variance therewith, the Contractor will promptly notify the District's Project Manager and Engineer in writing and any necessary changes will be adjusted as provided in the Agreement for changes in the Work. If the Contractor performs work, knowing it to be contrary to such laws, ordinances, rules and regulations and without such notice to the District's Project Manager and Engineer, it will bear all costs arising therefrom.

2.33.1 It is the responsibility of the Contractor to comply with all local, State, and Federal regulatory requirements. This includes, but shall not be limited to, all applicable water well permitting and construction requirements set forth by Chapters 40D-3 and 62-532 of the Florida Administrative Code (F.A.C.). Since the Lake Lowrey Project Site is located within a ROW, it may be necessary for the Driller to apply for a ROW permit from Polk County for that site. All permit applications shall be submitted as soon as an Agreement between the District and the Driller is executed. Well construction permits for District-owned monitor wells must be reviewed by the District, or other reviews and approvals as required/applicable, which may take up to three (3) weeks. Please list the owner on all well construction permits as SWFWMD 2379 BROAD STREET, BROOKSVILLE, FL 34604-6899, 1-800-423-1476.

2.34 PROTECTION OF WORK AND PROPERTY.

The Contractor will continuously maintain adequate protection of all his work from damage and will protect the adjacent properties and all others from injury or loss arising in connection with the performance of the Project work. The Contractor will make good any such damage, injury, or loss except such as may be directly due to errors in the Contract Documents or caused by the agents or employees of the District. The Contractor will adequately protect and maintain all passageways, guard fences, lights and other facilities for safety protection required by public authority or local conditions.

2.34.1 At all times, the Contractor will protect all public and privately owned property, structures, utilities, and work of any kind against damage or interruption of service which may result from the operations of the Contractor. Damage or interruption to service resulting from failure to do so will be repaired or restored at the expense of the Contractor.

2.35 CONSTRUCTION ACCESS.

See Site Location in Attachment 1, Scope of Work for Lake Lowery and Figures 1-4, Attachment 2, Scope of Work for Lake Annie and Figures 1-4, and Attachment 3, Scope of Work for Coley Deep and Figures 1-4.

2.36 INSPECTION OF WORK.

The District and its representatives will at all times have access to the work whether it is in preparation or progress, and the Contractor will provide proper facilities for access and for inspection. The work will be conducted to the satisfaction of the District and is subject to inspection by its appointed inspectors to ensure compliance with the terms of the Agreement. No inspector is authorized to change any provision of the Specifications without written amendment to the Agreement, nor will the presence or absence of an inspector relieve the Contractor from any requirements of the Agreement.

2.36.1 If the Contract Documents, the District's instructions, or laws, ordinances or any public authority require any work to be specially inspected, tested, or approved, the Contractor will give the District timely notice of its readiness for inspection; and if the inspection is by another authority, then will advise the District of the date fixed for such inspection. Inspections by the District will be promptly made, and where practicable, at the source of supply. If any work should be covered up without approval or consent of the District, it will be uncovered for examination at the Contractor's expense.

2.37 TESTS.

Specific capacity testing will be performed on all wells to evaluate well efficiency. Drilling fluids weight, drilling fluid viscosity, open hole wall thickness, and cement weight will be measured periodically during well construction by the District.

2.38 RESIDENT SUPERINTENDENT.

Resident superintendent is not applicable to this RFB.

2.39 HOURS OF WORK.

Working hours will normally consist of 7 am to 7 pm, Monday through Friday. The Contractor will work a minimum of 40 hours per week, unless authorized by the District. All work performed by the Contractor outside of the normal work week must be approved by the District's Project Manager(s). A District staff member must be on-site at all times.

2.40 PROGRESS SCHEDULE AND SCHEDULE OF VALUES (POST-AWARD).

The Contractor shall prepare, submit, and maintain a Progress Schedule for the Project. The Progress Schedule which will be accompanied by a Schedule of Values will be the primary means of control of the Project and will be used as the basis of scheduling all work and for determination of contract progress payments. The Contractor will provide its proposed Progress Schedule and Schedule of Values to the District in accordance with the timeframe provided in the Execution of Contract section. Upon approval, the District will incorporate the Progress Schedule and Schedule of Values into the Agreement.

The Progress Schedule will contain a Gantt chart detailing individual activities of work. The chart schedule will consist of every activity with a duration of five days or more, a value of \$5,000 or more, or any other activity with a critical impact on the job schedule. Shop drawing submittal and review, equipment delivery, and all quality or operational testing activities will be included.

The Schedule of Values, which will be satisfactory in form and substance to the District, will subdivide the work into its component parts in sufficient detail to serve as the basis for measuring quantities in place and calculating amounts for progress payments during construction. An unsupported or unreasonable allocation of the total agreement amount to any one of the activities or work items will be justification for the rejection of the Schedule of Values. The Contractor will

not submit an unbalanced Schedule of Values, which provides for overpayment to the Contractor on activities that are to be performed first. The Schedule of Values will be revised and resubmitted until acceptable to the District. The District will not enter into a contract with the Contractor until the Schedule of Values has been approved in writing by the District. Once the Schedule has been accepted by the District, the Contractor will honor prices contained in the Schedule of Values. The total sum of the individual values of the Schedule of Values for each of the activities will equal the total agreement amount.

2.41 JESSICA LUNSFORD ACT.

Jessica Lunsford Act is not applicable to this RFB.

2.42 NO USE OF COERCION FOR LABOR OR SERVICES.

In accordance with section 787.06, Florida Statutes, a nongovernmental entity, prior to entering into, renewing or extending a contract (including a purchase order) with the District, must provide the District with an affidavit signed by an officer or representative of the nongovernmental entity under penalty of perjury attesting that the nongovernmental entity does not use coercion for labor or services. The affidavit form attached.

PART III – SCOPE AND SPECIFICATIONS

3.1 SCOPE.

The District is soliciting bids from Certified Florida Water Well Contractors, to furnish and deliver, if, and when ordered, to the District, all required Services and Materials necessary to accomplish the project as described in the RFB documents. The terms and conditions of this RFB are incorporated into the resulting contractual relationship between the Contractor and the District.

This project involves the construction of monitor wells as listed in:

- Attachment 1, Scope of Work for Lake Lowery
- Attachment 2, Scope of Work for Lake Annie
- Attachment 3, Scope of Work for Coley Deep

The monitor well site is within the District's boundaries. Well construction details are illustrated in the scope of work for each well. Casing depths and total depths are estimated.

The Contractor recognizes that time is of the essence for completing the work and the importance of meeting the time schedule provided for each well and the Project overall. The Contractor(s) must be able to provide sufficient equipment and personnel to meet District deadlines.

3.2 CONTRACTOR OBLIGATIONS AND RESPONSIBILITIES.

3.2.1 The Contractor is responsible for protecting its work and equipment from damage/theft and assumes liability at all times, regardless of work being performed, for all Contractor-provided construction materials, construction equipment, personal and company vehicles, and all other items pertaining to this site. The District will not be held responsible or liable for any vandalism and/or theft of any Contractor-owned equipment, materials, or vehicles.

3.2.2 The Contractor will be responsible for all permits and completion reports and must furnish the District representative with copies of same. The Contractors will be responsible for applying for their well construction permits (WCP), in a timely manner, to allow time for review by the District and other applicable parties as necessary. Prior to submitting the WCP for the SOW described under the Agreement, a notification will be made by the

Contractor to the District's Project Manager about incoming permit submittals. The SOW and well diagrams should be provided by the Contractor as supplemental info on any WCP applications. The permit review and approval process can take up to three (3) weeks.

- 3.2.3** The Contractor will return the project sites to their pre-well construction conditions upon completion of well construction. The Contractor will remove drilling fluids (including bentonite clays), solids and other similar debris from earthen pits. The Contractor will backfill the earthen pits with the same material that was removed from the pits during the pit excavation. Final payment is contingent upon successful site clean-up to the satisfaction of the Project Manager or District representative.
- 3.2.4** The Contractor will keep and furnish the District a signed daily drilling report, at the end of each day, showing depth and diameter of hole completed for the day, breakdown of daily activities, materials used, formations penetrated, and other data as required by the District. On days when the District representative is not present on site, the Contractor agrees to call the representative, at the end of the day, to report on the daily activities.
- 3.2.5** The Contractor will report to the District, as soon as practicable, all accidents or occurrences resulting in injuries to the Contractor's employees or third parties, or damage to property arising out of or during the course of operations. The Contractor will furnish the District with a copy of all reports made by the Contractor to the Contractor's insurer or to others.
 - 3.2.5.1** The Contractor will assume liability at all times, regardless of work being performed, for damage to or destruction of the Contractor's equipment regardless of when or how such damage or destruction occurs.
 - 3.2.4.2** In the event the well should be lost or damaged while the Contractor is working, the District will be responsible for such damage to or loss of the well unless such loss or damage is caused by the Contractor's failure to perform in accordance with the terms and conditions of this RFB and the resulting Agreement, or for the Contractor negligence or willful misconduct. In the event of loss of the well due to the Contractor's failure to perform in accordance with this RFB and resulting Agreement or negligence or willful misconduct, the Contractor, at District's election, agrees to drill a new well on the same location or re-drill such section of the hole as the District may require, in either case subject to all the terms of this RFB and resulting Agreement, at the Contractor's sole cost and expense including all materials consumed in the well up to the point of the loss or damage.

3.3 MOBILIZATION/DEMobilIZATION.

3.3.1 MOBILIZATION TO PROJECT SITE.

This is a lump sum fee for moving the Contractor's equipment to the well construction site.

3.3.2 DEMOBILIZATION FROM PROJECT SITE.

This is a lump sum fee for moving the Contractor's equipment off the well construction site at the completion of the project.

3.4 WELL CONSTRUCTION SERVICES.

3.4.1 DRILLING OF BOREHOLES

This is a linear foot rate that applies to drilling a borehole by any District approved method. If the Contractor elects to first drill a pilot hole before drilling with a hole opener or larger bit, the Contractor will be paid the footage rate only for the larger diameter of the two holes drilled.

3.4.2 CASING INSTALLATION

This is a linear foot rate that applies to the Contractor furnishing and installing well casing. This rate will include preparing casing for installation, welding steel casing and assembling PVC casing.

3.4.3 CEMENT INSTALLATION

This is a unit rate per 94-pound sack to furnish and install cement grout in the annular space between the borehole and the well casing. This rate will include mixing and installing cement by pressure grouting and tremie grouting from the bottom of the casing to land surface.

3.4.4 GRAVEL/ROCK INSTALLATION

This is a unit rate per cubic yard to furnish and install gravel, rock, or other approved materials in lost circulation zones encountered while grouting the well casings.

3.5 HOURLY RATE SERVICES.

3.5.1 STANDBY RATE (NO FUEL USAGE)

This rate may apply to discussions between District staff concerning drilling problems and solutions, waiting for supplies from the District, or services by the District such as geophysical and video logging of the new wells.

3.5.2 EQUIPMENT RATE (NO DRILLING)

This rate applies to miscellaneous services needed by the District for additional well development, metal fabrication of lockable well head protectors, or any service as directed by the District's on-site drilling representative. (This rate does not apply to preparing steel casing for installation or placing materials into loss circulation zones during cementing of the casing.)

3.5.3 EQUIPMENT RATE (DRILLING)

This rate applies to drilling services requested by the District that does not result in paid footage, such as continuous dredging of a cavernous zone with no advancement of the bit. The rate will begin after fifteen (15) hours of continuous unsuccessful drilling. This rate will also apply to pumping of cement into the zone in an attempt to stop the dredging from occurring. This rate does not apply to situations due to the Contractor's negligence or willful misconduct.

3.5.4 WELL DEVELOPMENT

This rate applies to development of the completed well using the reverse-air method until clear, sediment-free water is produced, or until water produced is deemed satisfactory by the District's representative. Direct air development outside of the casing is not allowed under any circumstances.

3.5.5 SPECIFIC CAPACITY TESTING

This rate applies to pumping a borehole or well by the reverse-air or other pumping method. The Contractor shall supply the equipment for pumping the well and the means for measuring the discharge rate. A District representative will measure the water level in the well while pumping.

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PART IV – BID RESPONSE

4.1 BASIS FOR AWARD OF CONTRACT.

The District anticipates awarding the contract to one or more lowest responsive and responsible bidders. Bidders are not required to submit a bid for all project sites, only for sites they are interested in bidding. Cost must be provided for all line items associated with each project site for which you are submitting a bid. The District reserves the right to award all three projects to the lowest responsive and responsible bidder; or to award each project site to the lowest responsive and responsible bidder for that project site.

Bidders must be able to meet the timelines, Milestones, and completion dates for each site bid, regardless of the number of sites awarded.

Quantities and hours listed are for bid analysis purposes and may not represent actual work to be performed.

In the event there is a discrepancy in a calculation, the applicable Unit Price will govern. The District does not bind itself to accept the minimum specifications stated in this RFB but reserves the right to accept any bid that, in the judgment of the District, will best serve the needs and the interest of the District. The District reserves the right to delete line items as required to meet budget limitations. Responsive bids must contain all of the following elements at the time of submittal. Failure to include in whole or in part any one (1) of the following requirements may be grounds for rejection of the bid as non-responsive.

4.1.1 BID BOND

Bidders will furnish a bid bond, cashier's check, or certified check as required by this RFB.

4.1.2 SATISFACTORY REFERENCES

References must be provided as required by this RFB.

4.1.3 ACKNOWLEDGMENT OF ADDENDA

Bidder shall acknowledge receipt of all Addenda issued for this RFB. Failure to acknowledge receipt, review, and acceptance of any Addenda may result in the Bid being considered non-responsive.

4.1.4 COMPLETION OF ALL BID DOCUMENTS

All bid documents and forms included in Subparagraph 4.1.4.1 must be completely and accurately filled out and submitted with the bid response. Failure to do so may result in rejection of the bid as non-responsive. The Bidder must provide costs for all bid items.

4.1.4.1 Bid and Contract forms required with bid submission:

- Attachment 4 – Bid Response Form
- Attachment 5 – Contractor Qualification Requirements
- Attachment 6 – Contractor References
- Attachment 7 – Certification Clean Air Act/Clean Water Act
- Attachment 8 – Trench Safety Act Compliance Form
- Attachment 9 – Bid Bond
- Acknowledgment of all Addenda as stated in subsection 4.1.3

4.1.4.2 Sample Forms referenced in this RFB:

- Attachment 10 – Payment and Performance Bond
- Attachment 11 – Sample Agreement

**ATTACHMENT 1
SCOPE OF WORK
FOR
LAKE LOWERY WELL SITE:
SURFICIAL AND UPPER FLORIDAN AQUIFER MONITOR WELLS
FOR
REQUEST FOR BIDS 26-4983
DMIT MONITOR WELL CONSTRUCTION SERVICES
POLK COUNTY, FLORIDA**

1. PROJECT OVERVIEW

The Southwest Florida Water Management District (District) is soliciting bids from qualified water well contractors (Driller) to construct surficial aquifer (SA) and upper Floridan aquifer (UFA) monitor wells in unincorporated Polk County near the City of Haines, Florida. The proposed construction depth of the SA well is 40 feet below land surface (BLS) with a 20-foot screened interval. The proposed construction depth of the UFA well is 175 feet BLS with approximately 130 feet of primary casing. Lithologic sampling will be necessary for determining geologic formation and aquifer boundary depths for well construction. The boreholes created during lithologic sampling will then be converted into monitor wells. After construction is completed, water levels within both monitor wells will be monitored by the District as part of the Data, Monitoring, and Investigations Team (DMIT) in collaboration with the Central Florida Water Initiative (CFWI).

2. SITE LOCATION

The Lake Lowery monitor well site (Project Site) is located in north-central Polk County west of Haines City, Florida (Figure 1). The Project Site lies within a right-of-way (ROW) owned and maintained by Polk County near 4650 Lake Lowery Road and can be accessed directly from the road (Figure 2). Additional information regarding the Project Site location is listed in the table below:

Site Name	Section/Township/Range	Latitude	Longitude
Lake Lowery	S11&14/T27S/R26E	28° 08' 35.00" N	81° 41' 23.00" W

3. LITHOLOGIC SAMPLING

Lithologic samples shall be collected from land surface to approximately 40 feet BLS at the SA well location on the west side of the permanent easement (Figure 2). The samples shall be collected every 5 feet using a 2-inch diameter split-spoon type standard penetration testing (SPT) sampler, or any comparable method. The SA well shall be constructed once lithologic sampling is completed at this location.

After completing construction of the SA well, SPT sampling shall resume as described herein at the UFA well location on the north side of the permanent easement (Figure 2) after first drilling to the depth lithologic sampling for the SA well ended. SPT sampling shall continue until refusal to determine where to set the surface casing. Temporary working casing may be needed to keep the borehole open to SPT refusal. Upon SPT refusal, the drilling method can be switched to reverse-air. Drill cutting samples shall be collected at 5-foot intervals to establish geologic formation and aquifer boundary depths until the total depth is reached. Water level changes and circulation losses shall be monitored and recorded during the exploratory drilling and sampling process.

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4. **WELL CONSTRUCTION**

The ***surficial aquifer monitor well*** shall be constructed utilizing either sonic, mud-rotary, or hollow-stem auger drilling methods. The borehole used for collecting lithologic samples at the SA monitor well location shall serve as a pilot hole. The SA well shall be constructed from 3 feet above land surface (ALS) to 40 feet BLS, with 20 feet of primary casing and 20 feet of slotted screen (Figure 3).

The **recommended** order of construction is as follows:

- 1) Drill a nominal 8-inch diameter borehole from land surface to the bottom of the SA or to a sufficient depth within the water-bearing sediments to install a functional SA well (approximately 40 feet BLS).
- 2) Install 23 feet of nominal 4-inch diameter flush thread Schedule-40 polyvinyl chloride (SCH-40 PVC) casing and 20 feet of 0.010-inch slot screen. Position 4-inch by 8-inch casing centralizers every 15 feet on the casing string, with the first centralizer starting 5 feet from the bottom of the well.
- 3) Install the 20-30 filter pack sand to 2 feet above the top of the slotted screen using a tremie pipe.
- 4) Develop the SA well to allow the sand pack to settle before Portland cement installation.
- 5) Tag the top of the 20-30 silica sand using a tremie pipe to ensure the sand pack is at least 2 feet above the top of the slotted screen. Add 20-30 silica sand using a tremie pipe as needed.
- 6) Install two feet of 30-65 silica sand on top of the 20-30 silica sand using a tremie pipe.
- 7) Pump cement on top of the 30-65 silica sand pack to land surface.

The SA well may be utilized as a drilling water supply well for constructing the UFA well. If the SA well is utilized as a drilling water supply, the water from the well must maintain a pH greater than 7 for mixing bentonite-based drilling fluids and Portland cement.

The ***upper Floridan aquifer monitor well*** shall be constructed utilizing the mud-rotary and/or reverse air drilling method. The borehole used for collecting lithologic samples to total depth shall serve as a pilot hole. The UFA well shall be constructed from 3 feet ALS to approximately 175 feet BLS, with primary casing set to approximately 130 feet BLS (Figure 4).

The **recommended** order of construction is as follows:

- 1) Drill a nominal 12-inch diameter borehole to 80 feet BLS, or a sufficient depth to set the surface casing based on observed lithologic samples and/or water levels.
- 2) Install 80 feet of 8-inch steel casing and pressure grout with cement using a tremie pipe placed inside the 8-inch casing to within 5 feet of the bottom. Cement must set for a minimum of 12 hours (or overnight). Pump cement to land surface using a tremie pipe positioned at least five feet above the cement inside the annulus.
- 3) Drill a nominal 8-inch diameter borehole to 175 feet BLS, or a sufficient depth to construct a functional UFA well based on observed lithologic samples and/or water levels.
- 4) The District will run a caliper log inside the borehole to determine the optimal depth to set the formation packers for the primary casing string.
- 5) Install 133 feet of nominal 4-inch diameter spline-locking type SCH-40 PVC casing with formation packers to 130 feet BLS (Figure 4), or a sufficient depth based on observed lithologic samples and the caliper log. Position 4-inch by 8-inch casing centralizers every 50 feet, with the first centralizer positioned 5 feet from the bottom of the casing.

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- 6) Add at least one foot each of clean gravel and fine sand to the annulus on top of the formation packers. Pump 5-feet to 10-feet of cement using a tremie pipe positioned at least five feet above the sand. Cement must set for a minimum of 12-hours (or overnight). A competent cement cap must be established before theoretical volume of cement is installed.
- 7) Pump cement to land surface using a tremie pipe positioned at least five feet above the cement cap inside the annulus.

Fully develop and perform a specific capacity test on each well. This will require a pump(s) that:

- Can draw down the water level in each well at least two feet;
- Can adjust the discharge rate to avoid excessive drawdown (i.e., using a valve at the discharge point to adjust flow rate); and
- Allows for sufficient space within each well for a water level tape to measure drawdown while pumping.

Install a 6-inch locking well cover and a 2-feet x 2-feet x 6-inch concrete pad for each well.

Substantial Completion is contingent upon the District verifying well integrity and all final depths/diameters by any discretionary means. The Driller shall be responsible for remediating any unsatisfactory findings.

***NOTE:** ALL depths stated in this section and the proposed well designs are ESTIMATED. Actual depths, casing materials, and construction method(s) are subject to change based on lithologic samples and water levels observed in the field by the Driller in consultation with District staff. District staff MUST provide the Driller written approval before ANY changes to the proposed well designs or construction methods can be made.*

5. SOLIDS CONTROL & MATERIALS

An operational and functioning mud filtering system composed of solids control equipment—such as de-sanders, de-silters, hydrocyclones, shaker tables, or a combination thereof—must be utilized during mud rotary drilling operations. Solids control will be monitored by District staff. The Driller shall strive to maintain the following standards during drilling and/or cementing operations:

- Drilling fluid sand content shall be maintained at less than 2%.
- Wall cake thickness should range between 2/32-inch and 4/32-inch.
- Drilling fluid weight should range between 8.5 and 9.0 pounds per gallon(lbs./gal.).
- Drilling mud viscosity should range between 32 and 38 seconds per quart.
- Cement should weigh at least 14.0 lbs./gal. before installation.
- All make-up water must have a pH greater than 7 for mixing bentonite-based drilling fluids (optimal pH between 8.5 and 10) and Portland cement (optimal pH between 9 and 11).

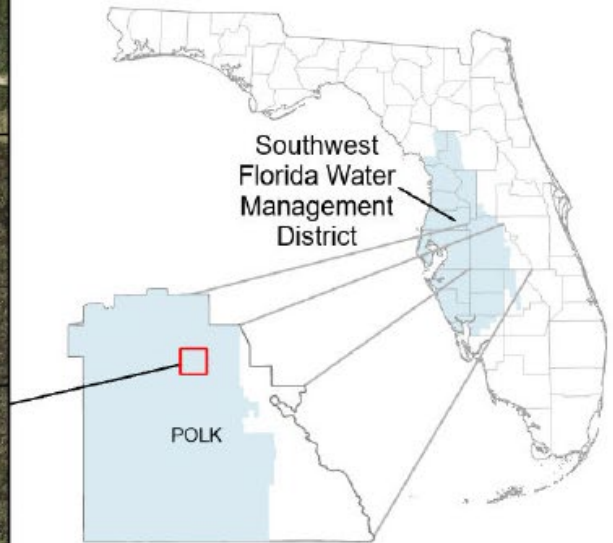
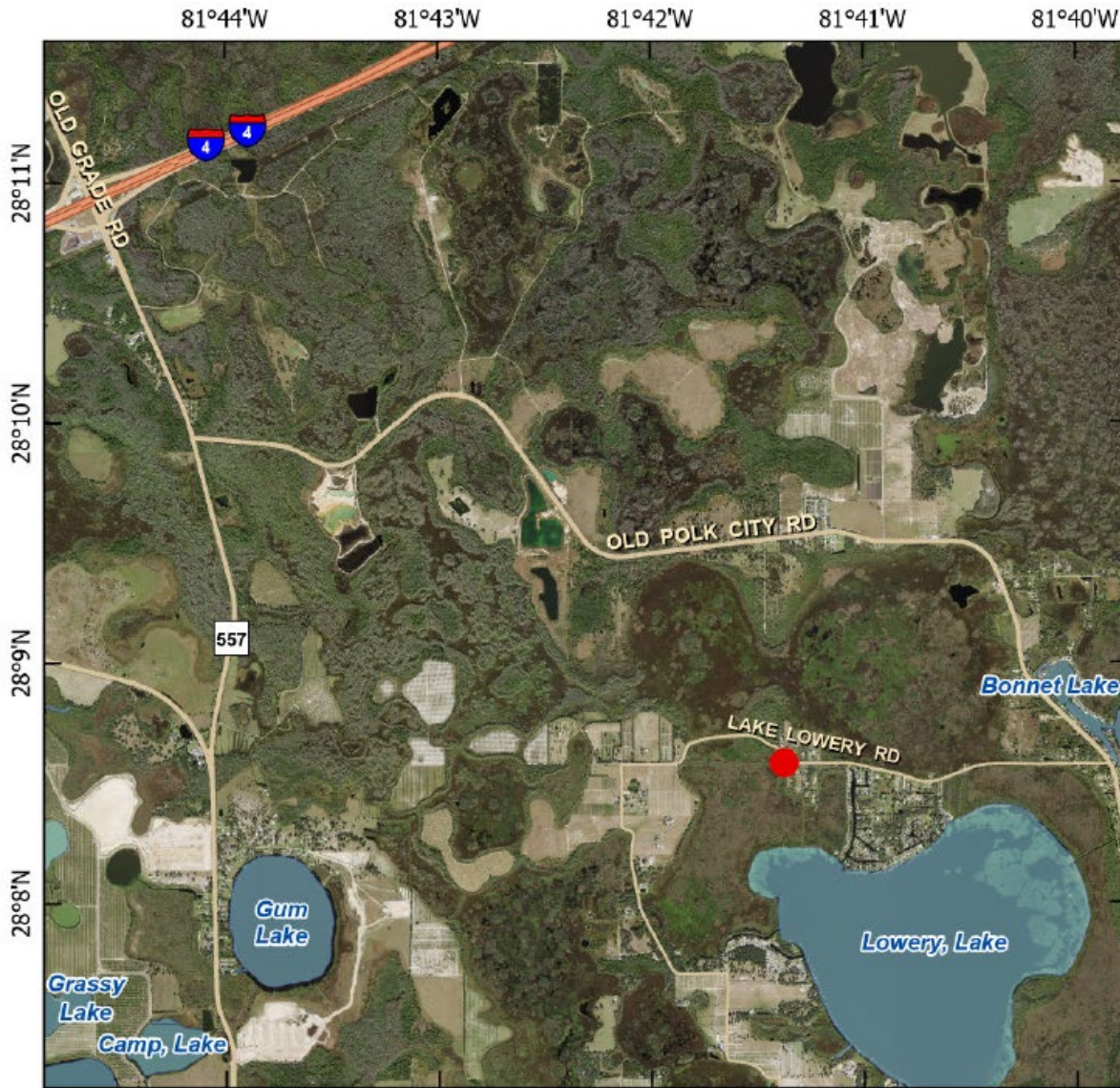
The Driller shall adjust the drilling fluids as needed based on information provided by District staff. The use of drilling polymers or additives to maintain proper drilling fluids is the responsibility of the Driller. The Driller shall be responsible for supplying all well construction materials, including drilling supplies, polymers/additives, well casings/screens, water, cement, well covers, etc.

6. SITE RESTORATION

The Driller shall restore the Project Site to pre-well construction conditions upon completion of all activities. Site clean-up and restoration shall include removal of drilling debris, cuttings, sand, and drilling fluids from the Project Site. If earthen solids control pits have been utilized, mud thinners or dispersants should be utilized to break down drilling mud before drilling fluids, solids, and other debris are excavated from the pit. Solids control pits must be backfilled with the same material that was removed from the pit during its excavation. Solids or cuttings that were removed from the drilling fluid during drilling operations must also be removed from the Project Site to an off-site location.

Substantial Completion is contingent upon the District Project Manager's satisfaction with the site restoration as described herein.

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EXPLANATION

- Lake Lowery Monitor Well Site
 Section/Township/Range: S11, 14/T27S/R26E
 Latitude: 28° 08' 35" N
 Longitude: -81° 41' 23" W

Directions:
 From Interstate 4, take exit 48 for County Road 557/ Old Grade Road and turn right. Continue south for 0.8 miles and turn east onto Old Polk City Road. After traveling for 5.5 miles, turn west onto Lake Lowery Road. Continue west for 1.5 miles. The well site is located at the driveway entrance of 4650 Lake Lowery Road.

Base from Southwest Florida Water Management District digital orthophoto, 2023
 NAD 1983 HARN StatePlane Florida West FIPS 0902 Feet Projection

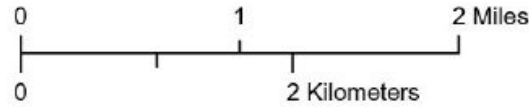
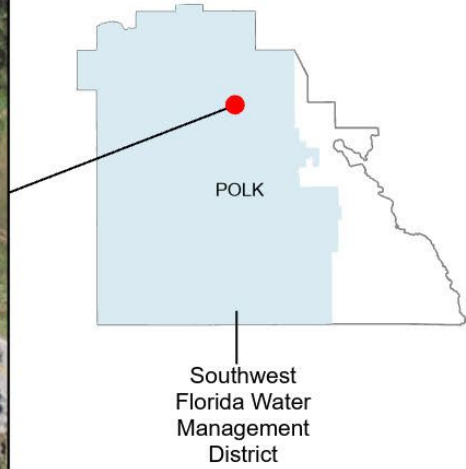


Figure 1. Location of the Lake Lowery well site in Polk County, Florida.



EXPLANATION

-  Name Lake Lowery monitor well and name
-  Proposed Permanent Easement
-  Proposed Temporary Construction Area

Base from Southwest Florida Water Management District digital orthophoto, 2023
 NAD 1983 HARN StatePlane Florida West FIPS 0902 Feet Projection

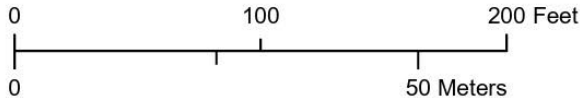
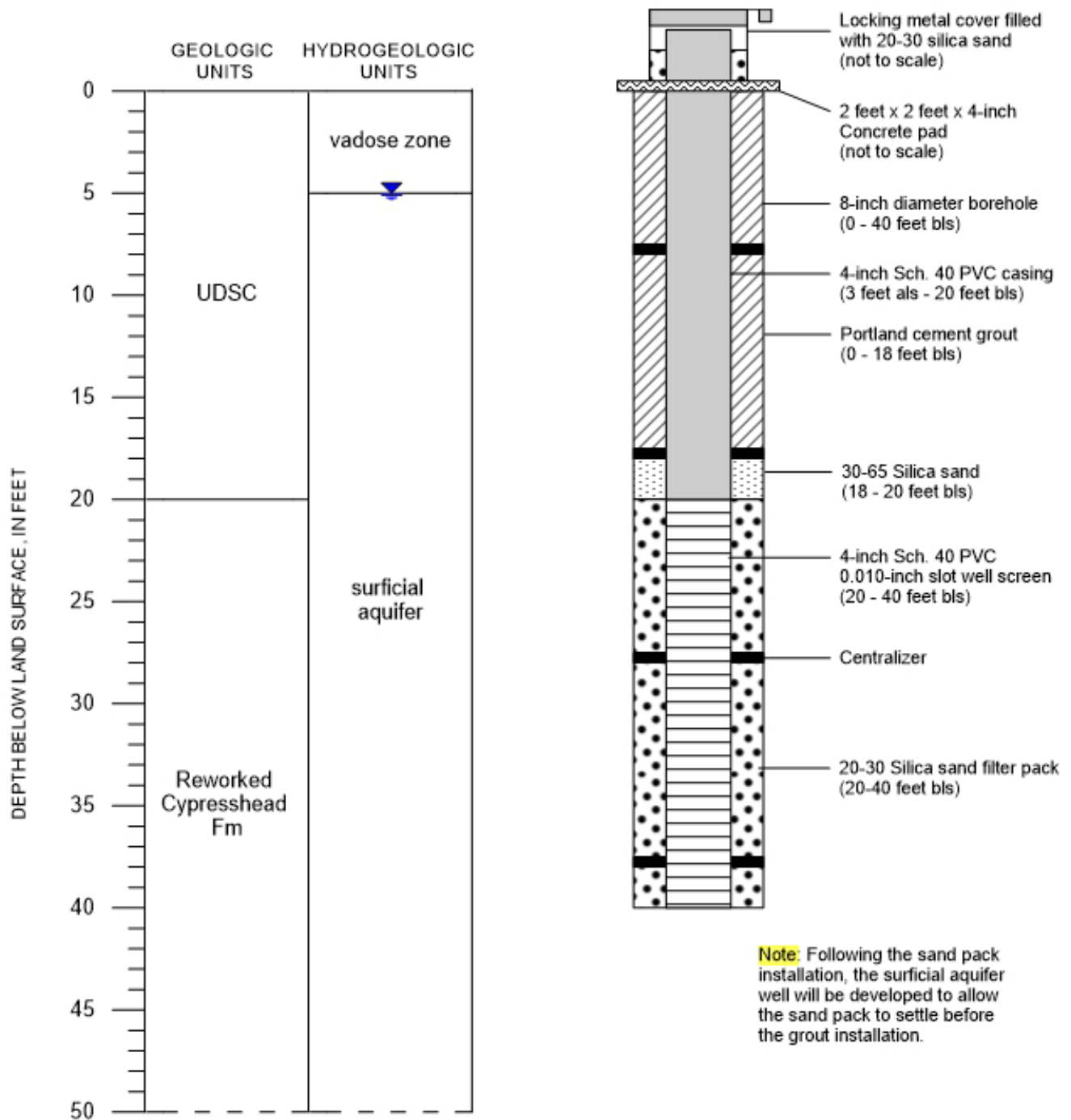


Figure 2. Site layout of the Lake Lowery well site in Polk County, Florida.



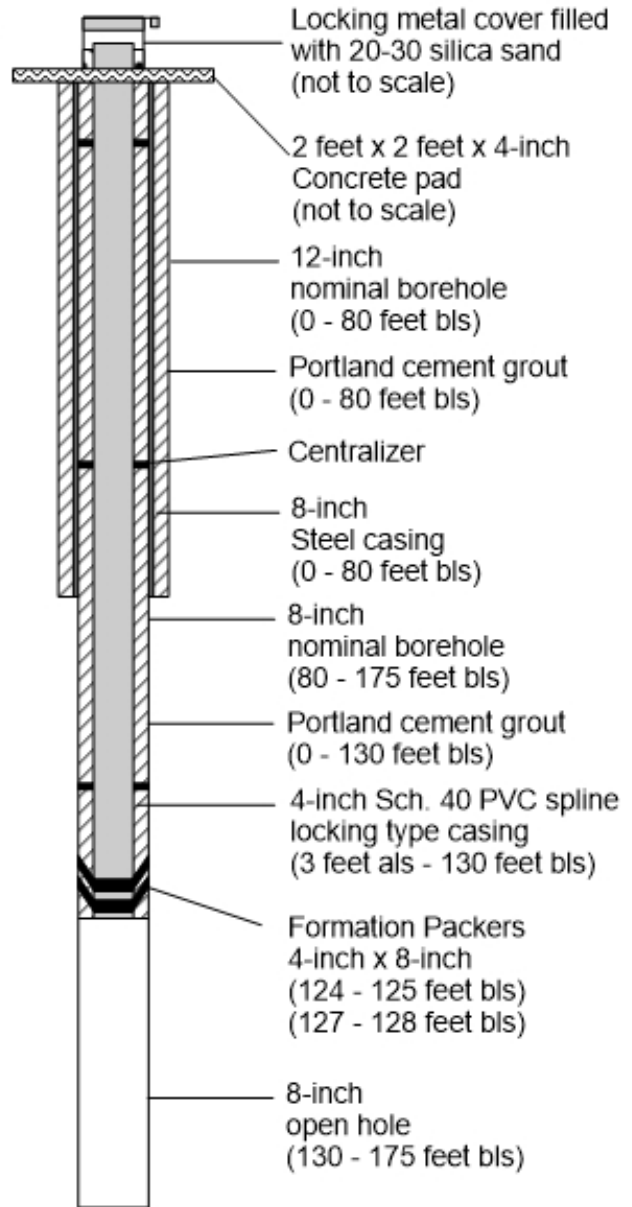
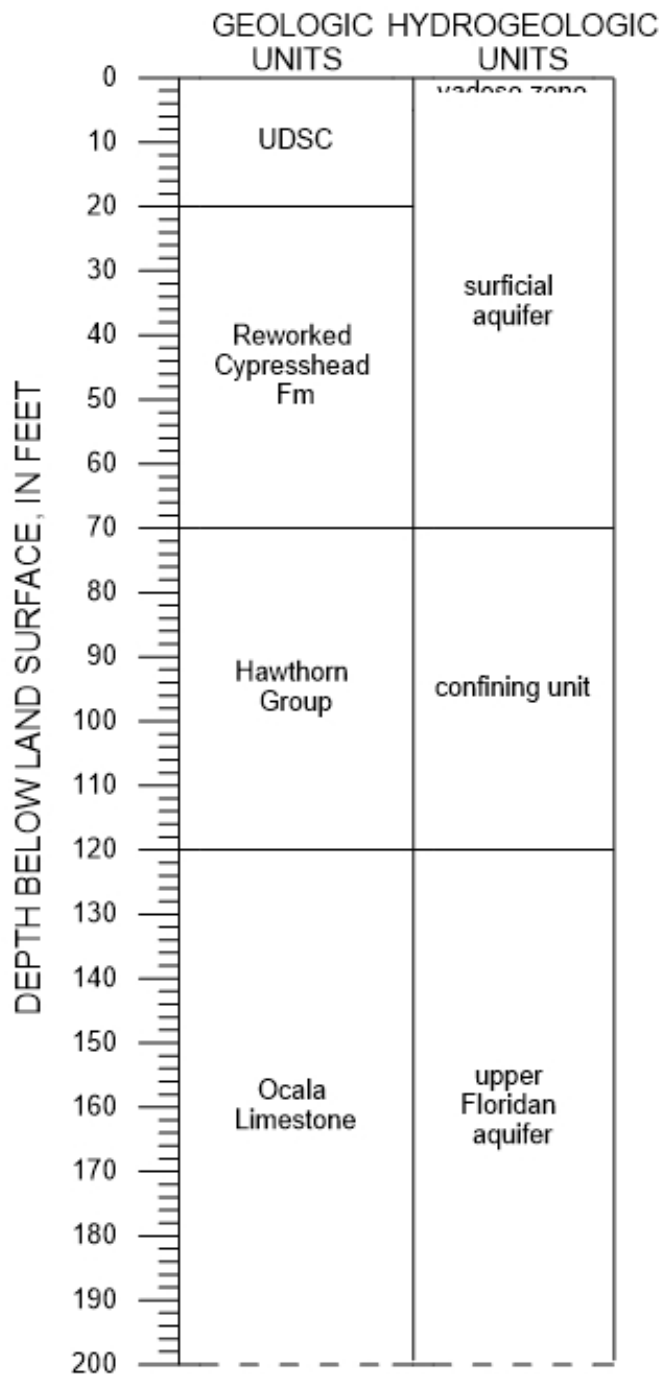
Well Name:	Lake Lowery Surf Aq Monitor
SID:	
WCP:	
S/T/R:	11,14/27S/26E
Latitude:	28° 08' 35" N
Longitude:	81° 41' 23" W
Reporting Category:	LOWE
Const. Began:	
Const. Complete:	

EXPLANATION

	Concrete		Screen
	Cement grout		Sand
	Fine sand		Locking metal cover
	PVC casing		Centralizer

[bls, below land surface; als, above land surface; Sch., Schedule; PVC, polyvinyl chloride; SID, Station Identification; WCP, Well Construction Permit; N, North; W, West; Const., construction]

Figure 3. Proposed diagram for the Lake Lowery surficial aquifer monitor well.



Note: Before installation of the 4-inch Schedule 40 PVC, the District will use geophysical logging tools to determine the optimal depth for the packer assembly.

Well Name:	Lake Lowery U Fldn Aq Monitor
SID:	
WCP:	
S/T/R:	11,14/27S/26E
Latitude:	28° 08' 35" N
Longitude:	81° 41' 23" W
Reporting Category:	LOWE
Const. Began:	
Const. Complete:	

EXPLANATION

	Concrete		PVC casing
	Steel casing		Sand
	Open hole		Locking metal cover
	Cement grout		Centralizer

[bls, below land surface; als, above land surface; Sch., Schedule; PVC, polyvinyl chloride; SID, Station Identification; WCP, Well Construction Permit; N, North; W, West; Const., construction]

Figure 4. Proposed diagram for the Lake Lowery upper Floridan aquifer monitor well.

**ATTACHMENT 2
SCOPE OF WORK
FOR
LAKE ANNIE WELL SITE:
SURFICIAL AND UPPER FLORIDAN AQUIFER MONITOR WELLS
FOR
REQUEST FOR BIDS 26-4983
DMIT MONITOR WELL CONSTRUCTION SERVICES
POLK COUNTY, FLORIDA**

1. PROJECT OVERVIEW

The Southwest Florida Water Management District (District) is soliciting bids from qualified water well contractors (Drillers) to construct surficial aquifer (SA) and upper Floridan aquifer (UFA) monitor wells in Polk County near the City of Lake Wales, Florida. The proposed construction depth of the SA well is 60 feet below land surface (BLS) with a 20-foot screened interval. The proposed construction depth of the UFA monitor well is 300 feet BLS with approximately 250 feet of primary casing. Lithologic sampling will be necessary for determining geologic formation and aquifer boundary depths for well construction. The boreholes created during lithologic sampling will then be converted into monitor wells. After construction is completed, water levels within both monitor wells will be monitored by the District as part of the Data, Monitoring, and Investigations Team (DMIT) in collaboration with the Central Florida Water Initiative (CFWI).

2. SITE LOCATION

The Lake Annie monitor well site (Project Site) is located in central Polk County north of the City of Lake Wales, Florida (Figure 1). The Project Site address is 6897 North Scenic Highway and can be accessed directly from the highway (Figure 2). Additional information regarding the Project Site location is listed in the table below:

Site Name	Section/Township/Range	Latitude	Longitude
Lake Annie	S34/T28S/R27E	27° 59' 52.00" N	81° 35' 44.00" W

3. LITHOLOGIC SAMPLING

Lithologic samples shall be collected from land surface to approximately 60 feet BLS at the SA well location on the west side of the permanent easement (Figure 2). The samples shall be collected every 5 feet using a 2-inch diameter split-spoon type standard penetration testing (SPT) sampler, or any comparable method. The SA well shall be constructed once lithologic sampling is completed at this location.

After completing construction of the SA well, SPT sampling shall resume as described herein at the UFA well location on the north side of the permanent easement (Figure 2) after first drilling to the depth lithologic sampling for the SA well ended. SPT sampling shall continue until refusal to determine where to set the surface casing. Temporary working casing may be needed to keep the borehole open to SPT refusal. Upon SPT refusal, the drilling method can be switched to reverse-air. Drill cutting samples shall be collected at 5-foot intervals to establish geologic formation and aquifer boundary depths until the total depth is reached. Water level changes and circulation losses shall be monitored and recorded during the exploratory drilling and sampling process.

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4. WELL CONSTRUCTION

The **surficial aquifer monitor well** shall be constructed utilizing either sonic, mud-rotary, or hollow-stem auger drilling methods. The borehole used for collecting lithologic samples at the SA monitor well location shall serve as a pilot hole. The SA well shall be constructed from 3 feet above land surface (ALS) to 60 feet BLS, with 43 feet of primary casing and 20 feet of slotted screen (Figure 3).

The **recommended** order of construction is as follows:

- 1) Drill a nominal 8-inch diameter borehole from land surface to the bottom of the SA or to a sufficient depth within the water-bearing sediments to install a functional SA well (approximately 60 feet BLS).
- 2) Install 43 feet of nominal 4-inch diameter flush thread Schedule-40 polyvinyl chloride (SCH-40 PVC) casing and 20 feet of 0.010-inch slot screen. Position 4-inch by 8-inch casing centralizers every 15 feet on the casing string, with the first centralizer starting 5 feet from the bottom of the well.
- 3) Install the 20-30 filter pack sand to 2 feet above the top of the slotted screen using a tremie pipe.
- 4) Develop the SA well to allow the sand pack to settle before Portland cement installation.
- 5) Tag the top of the 20-30 silica sand using a tremie pipe to ensure the sand pack is at least 2 feet above the top of the slotted screen. Add 20-30 silica sand using a tremie pipe as needed.
- 6) Install two feet of 30-65 silica sand on top of the 20-30 silica sand using a tremie pipe.
- 7) Pump cement on top of the 30-65 silica sand pack to land surface.

The SA well may be utilized as a drilling water supply well for constructing the UFA well. If the SA well is utilized as a drilling water supply, the water from the well must maintain a pH greater than 7 for mixing bentonite-based drilling fluids and Portland cement.

The **upper Floridan aquifer monitor well** shall be constructed utilizing the mud-rotary and/or reverse air drilling method. The borehole used for collecting lithologic samples to total depth shall serve as a pilot hole. The UFA well shall be constructed from 3 feet ALS to approximately 300 feet BLS, with primary casing set to approximately 250 feet BLS (Figure 4).

The **recommended** order of construction is as follows:

- 1) Drill a nominal 18-inch diameter borehole to 150 feet BLS, or a sufficient depth to set the surface casing based on observed lithologic samples and/or water levels.
- 2) Install 150 feet of 12-inch steel casing and pressure grout with Portland cement using tremie pipe placed inside the 12-inch casing to within 5 feet of the bottom. Cement must set for a minimum of 12 hours (or overnight). Pump cement to land surface using a tremie pipe positioned at least five feet above the cement inside the annulus.
- 3) Drill a nominal 12-inch diameter borehole to 200 feet BLS, or a sufficient depth to set the intermediate casing based on observed lithologic samples and/or water levels.
- 4) Install 200 feet of 8-inch steel casing and pressure grout with cement using a tremie pipe placed inside the 8-inch casing to within 5 feet of the bottom. Cement must set for a minimum of 12 hours (or overnight). Pump cement to land surface using a tremie pipe positioned at least five feet above the cement inside the annulus.
- 5) Drill a nominal 8-inch diameter borehole to 300 feet BLS, or a sufficient depth to construct a functional UFA well based on observed lithologic samples and/or water levels.
- 6) The District will run a caliper log inside the borehole to determine the optimal depth to set the formation packers for the primary casing string.

- 7) Install 253 feet of nominal 4-inch diameter spline-locking type SCH-40 PVC casing with formation packers to 250 feet BLS (Figure 4), or a sufficient depth based on observed lithologic samples and the caliper log. Position 4-inch by 8-inch casing centralizers every 50 feet, with the first centralizer positioned 5 feet from the bottom of the casing.
- 8) Add at least one foot each of clean gravel and fine sand to the annulus on top of the formation packers. Pump 5-feet to 10-feet of cement using a tremie pipe positioned at least five feet above the sand. Cement must set for a minimum of 12-hours (or overnight). A competent cement cap must be established before theoretical volume of cement is installed.
- 9) Pump cement to land surface using a tremie pipe positioned at least five feet above the cement cap inside the annulus.

Fully develop and perform a specific capacity test on each well. This will require a pump(s) that:

- Can draw down the water level in each well at least two feet;
- Can adjust the discharge rate to avoid excessive drawdown (i.e., using a valve at the discharge point to adjust flow rate); and
- Allows for sufficient space within each well for a water level tape to measure drawdown while pumping.

Install a 6-inch locking well cover and a 2-feet x 2-feet x 6-inch concrete pad for each well.

Substantial Completion is contingent upon the District verifying well integrity and all final depths/diameters by any discretionary means. The Driller shall be responsible for remediating any unsatisfactory findings.

***NOTE:** ALL depths stated in this section and the proposed well designs are ESTIMATED. Actual depths, casing materials, and construction method(s) are subject to change based on lithologic samples and water levels observed in the field by the Driller in consultation with District staff. District staff MUST provide the Driller written approval before ANY changes to the proposed well designs or construction methods can be made.*

5. SOLIDS CONTROL & MATERIALS

An operational and functioning mud filtering system composed of solids control equipment—such as de-sanders, de-silters, hydroclones, shaker tables, or a combination thereof—must be utilized during mud rotary operations. Solids control will be monitored by District staff. The Driller shall strive to maintain the following standards during drilling and/or cementing operations:

- Drilling fluid sand content shall be maintained at less than 2%.
- Wall cake thickness should range between 2/32-inch and 4/32-inch.
- Drilling fluid weight should range between 8.5 and 9.0 pounds per gallon (lbs./gal.).
- Drilling mud viscosity should range between 32 and 38 seconds per quart.
- Cement should weigh at least 14.0 lbs./gal. before installation.
- All make-up water must have a pH greater than 7 for mixing bentonite-based drilling fluids (optimal pH between 8.5 and 10) and Portland cement (optimal pH between 9 and 11).

The Driller shall adjust the drilling fluids as needed based on information provided by District staff. The use of drilling polymers or additives to maintain proper drilling fluids is the responsibility of the Driller. The Driller shall be responsible for supplying all well construction materials, including drilling supplies, polymers/additives, well casings/screens, water, cement, well covers, etc.

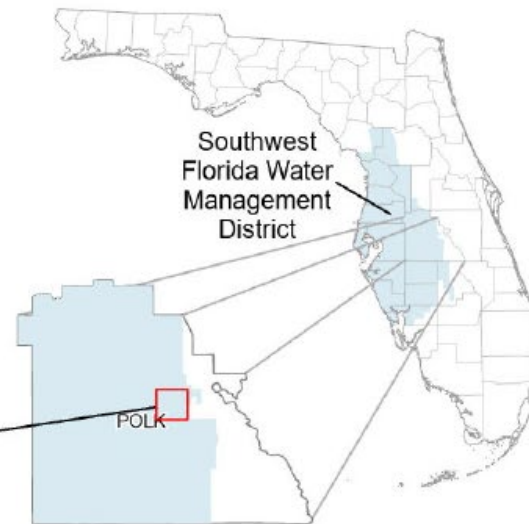
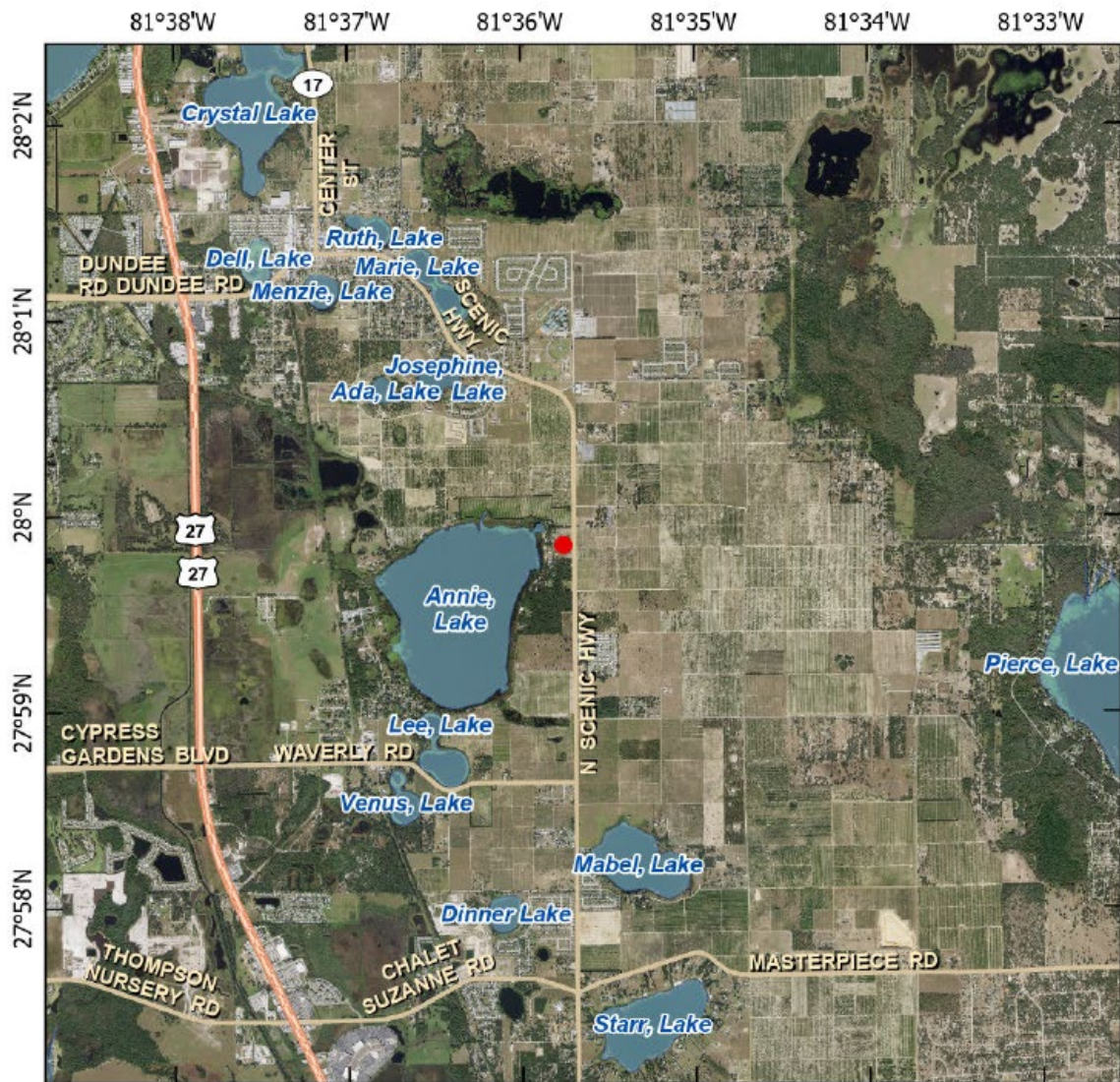
6. SITE RESTORATION

The Driller shall restore the Project Site to pre-well construction conditions upon completion of all activities. Site clean-up and restoration shall include removal of drilling debris, cuttings, sand, and drilling

fluids from the Project Site. If earthen solids control pits have been utilized, mud thinners or dispersants should be utilized to break down drilling mud before drilling fluids, solids, and other debris are excavated from the pit. Solids control pits must be backfilled with the same material that was removed from the pit during its excavation. Solids or cuttings that were removed from the drilling fluid during drilling operations must also be removed from the Project Site to an off-site location.

Substantial Completion is contingent upon the District's Project Manager satisfaction with the site restoration as described herein.

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EXPLANATION

- Lake Annie Monitor Well Site
 Section/Township/Range: S34/T28S/R27E
 Latitude: 27° 59' 52" N
 Longitude: -81° 35' 44" W

Directions:

From the crossroads of US Hwy 17 and Dundee Road, travel east for 0.8 miles before merging onto East Main Street. Continue on East Main Street for 1.25 miles and then onto Scenic Highway for 3.5 miles. The well will be on the west (right) side of Scenic Highway.

Base from Southwest Florida Water Management District digital orthophoto, 2023
 NAD 1983 HARN StatePlane Florida West FIPS 0902 Feet Projection

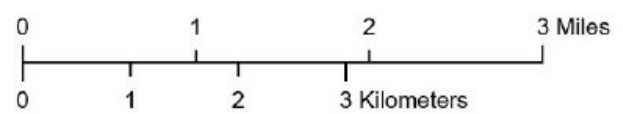


Figure 1. Location of the Lake Annie well site in Polk County, Florida.

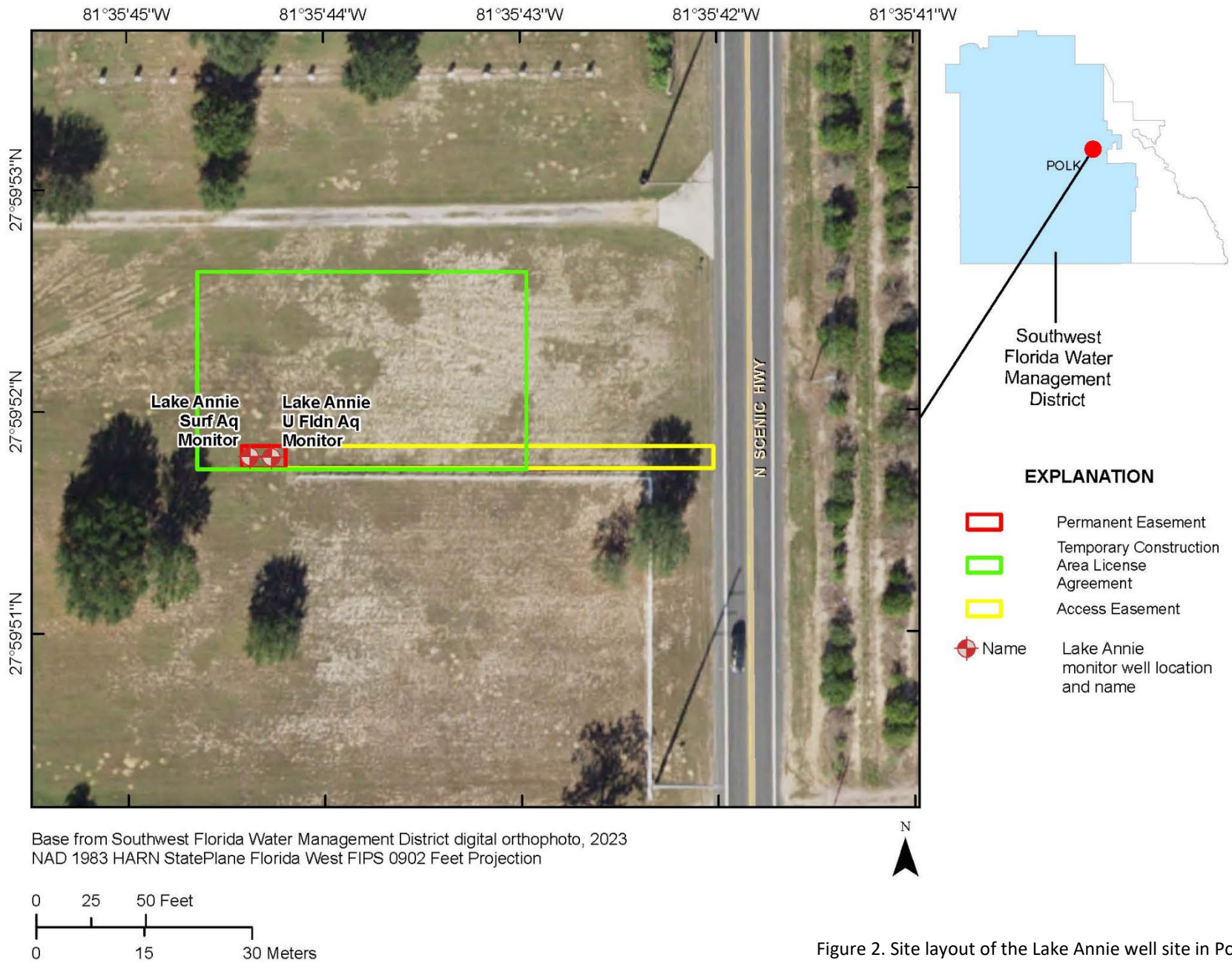
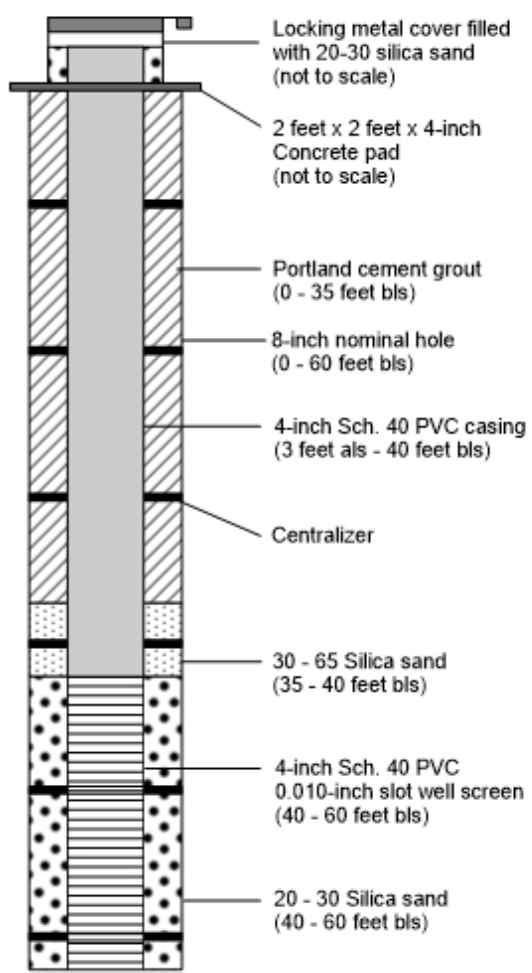
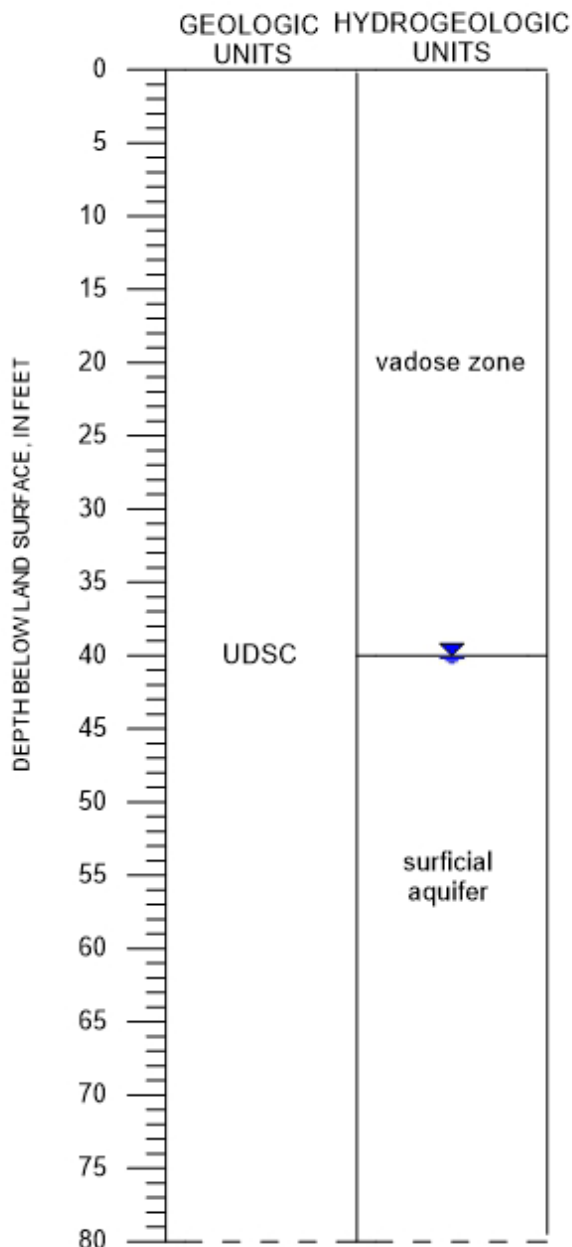


Figure 2. Site layout of the Lake Annie well site in Polk County, Florida



Note: Following the sand pack installation, the surficial aquifer well will be developed to allow the sand pack to settle before the grout installation.

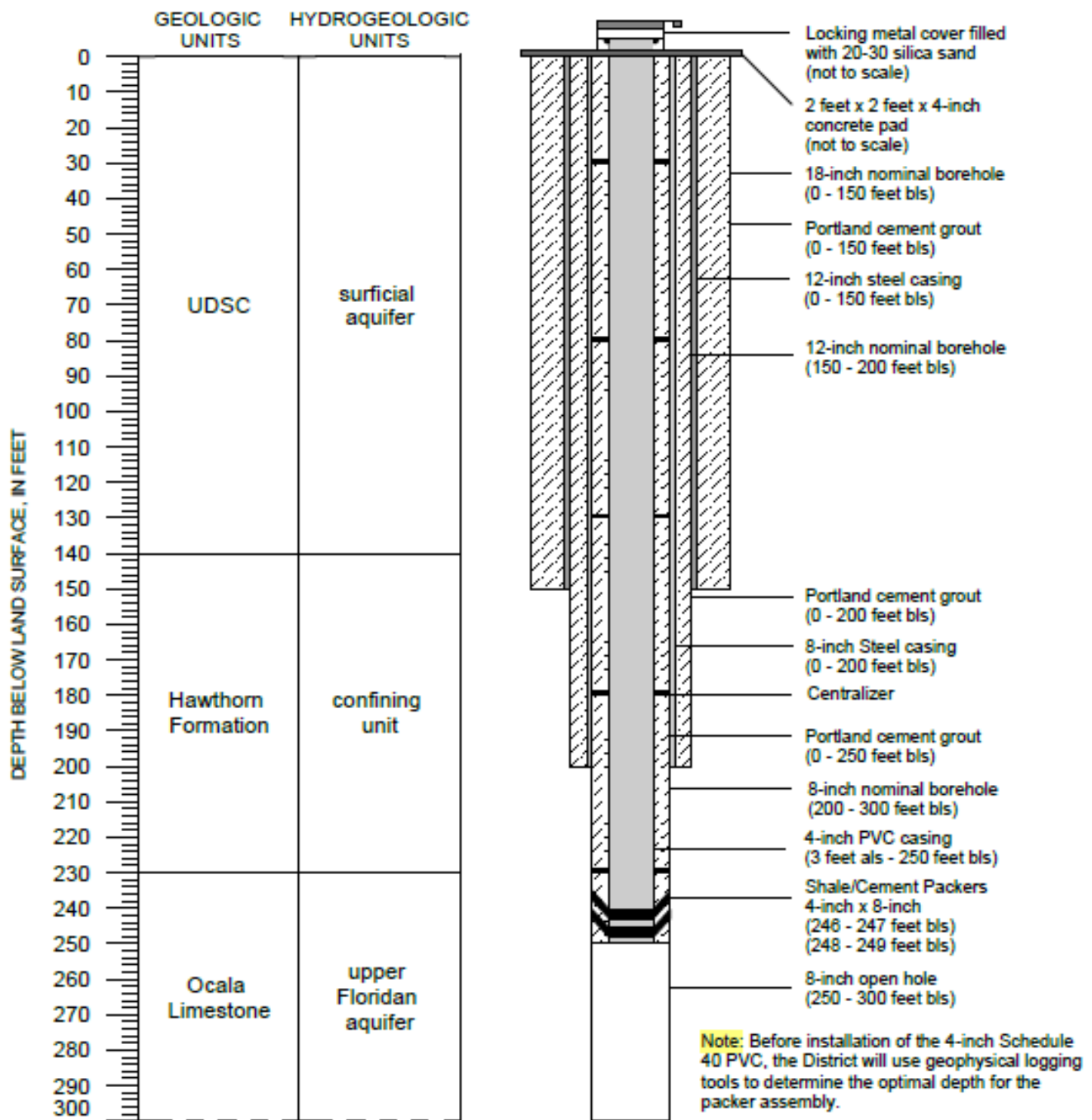
Well Name:	Lake Annie Surf Aq Monitor
SID:	
WCP:	
S/T/R:	S34/T28S/R27E
Latitude:	27° 59' 52" N
Longitude:	81° 35' 44" W
Reporting Category:	LANN
Const. Began:	
Const. Complete:	

EXPLANATION

- 20-30 sand
- Concrete
- Cement grout
- Fine sand
- PVC casing
- PVC slotted casing
- Locking metal cover
- Centralizer

[UDSC, undifferentiated sand and clay; bls, below land surface; als, above land surface; Sch., Schedule; PVC, Polyvinyl Chloride; Surf, surficial; Aq, aquifer; SID, Station Identification; °, degree; WCP, well construction permit; S/T/R, Section/Township/Range; N, north; S, south; E, east; W, west; Const., construction]

Figure 3. Proposed diagram for the Lake Annie surficial aquifer monitor well.



Well Name:	Lake Annie U Fldn Aq Monitor
SID:	
WCP:	
S/T/R:	S34/T28S/R27E
Latitude:	27° 59' 52" N
Longitude:	-81° 35' 44" W
Reporting Category:	LANN
Const. Began:	
Const. Complete:	

EXPLANATION

	20-30 sand		Cement grout
	Concrete		PVC casing
	Steel casing		Locking metal cover
	Open hole		Centralizer

[UDSC, undifferentiated sand and clay; bls, below land surface; als, above land surface; Sch., Schedule; PVC, Polyvinyl Chloride; U Fldn, upper Floridan; Aq, aquifer; SID, Station Identification; °, degree; WCP, well construction permit; S/T/R, Section/Township/Range; N, north; S, south; E, east; W, west; Const., construction]

Figure 4. Proposed diagram for the Lake Annie upper Floridan aquifer monitor well.

**ATTACHMENT 3
SCOPE OF WORK
FOR
COLEY DEEP WELL SITE:
SURFICIAL AND UPPER FLORIDAN AQUIFER MONITOR WELLS
FOR
REQUEST FOR BIDS 26-4983
DMIT MONITOR WELL CONSTRUCTION SERVICES
POLK COUNTY, FLORIDA**

1. PROJECT OVERVIEW

The Southwest Florida Water Management District (District) is soliciting bids from qualified water well contractors (Drillers) to construct surficial aquifer (SA) and upper Floridan aquifer (UFA) monitor wells in Polk County near the City of Frostproof, Florida. The proposed construction depth of the SA well is 40 feet below land surface (BLS) with a 20-foot screened interval. The proposed construction depth of the UFA well is 320 feet BLS with approximately 220 feet of primary casing. Lithologic sampling will be necessary for determining geologic formation and aquifer boundary depths for well construction. The boreholes created during lithologic sampling will then be converted into monitor wells. After construction is completed, water levels within both monitor wells will be monitored by the District as part of the Data, Monitoring, and Investigations Team (DMIT) in collaboration with the Central Florida Water Initiative (CFWI).

2. SITE LOCATION

The Coley Deep monitor well site (Project Site) is located in south-central Polk County in the City of Frostproof, Florida (Figure 1). The Project Site address is 200 South Orange Avenue and can be accessed directly from the road (Figure 2). Additional information regarding the Project Site location is listed in the table below:

Site Name	Section/Township/Range	Latitude	Longitude
Coley Deep	S33/T31S/R28E	27° 44' 36.00" N	81° 31' 46.00" W

3. LITHOLOGIC SAMPLING

Lithologic samples shall be collected from land surface to approximately 40 feet BLS at the SA well location on the south side of the permanent easement (Figure 2). The samples shall be collected every 5 feet using a 2-inch diameter split-spoon type standard penetration testing (SPT) sampler, or any comparable method. The SA well shall be constructed once lithologic sampling is completed at this location.

After completing construction of the SA well, SPT sampling shall resume as described herein at the UFA well location on the north side of the permanent easement (Figure 2) after first drilling to the depth lithologic sampling for the SA well ended. SPT sampling shall continue until refusal to determine where to set the surface casing. Temporary working casing may be needed to keep the borehole open to SPT refusal. Upon SPT refusal, the drilling method can be switched to reverse-air. Drill cutting samples shall be collected at 5-foot intervals to establish geologic formation and aquifer boundary depths until the total depth is reached. Water level changes and circulation losses shall be monitored and recorded during the exploratory drilling and sampling process.

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4. **WELL CONSTRUCTION**

The ***surficial aquifer monitor well*** shall be constructed utilizing either sonic, mud-rotary, or hollow-stem auger drilling methods. The borehole used for collecting lithologic samples at the SA monitor well location shall serve as a pilot hole. The SA well shall be constructed from 3 feet above land surface (ALS) to 40 feet BLS, with 23 feet of primary casing and 20 feet of slotted screen (Figure 3).

The **recommended** order of construction is as follows:

- 1) Drill a nominal 8-inch diameter borehole from land surface to the bottom of the SA or to a sufficient depth within the water-bearing sediments to install a functional SA well (approximately 40 feet BLS).
- 2) Install 23 feet of nominal 4-inch diameter flush thread Schedule-40 polyvinyl chloride (SCH-40 PVC) casing and 20 feet of 0.010-inch slot screen. Position 4-inch by 8-inch casing centralizers every 15 feet on the casing string, with the first centralizer starting 5 feet from the bottom of the well.
- 3) Install the 20-30 filter pack sand to 2 feet above the top of the slotted screen using a tremie pipe.
- 4) Develop the SA well to allow the sand pack to settle before Portland cement installation.
- 5) Tag the top of the 20-30 silica sand using a tremie pipe to ensure the sand pack is at least 2 feet above the top of the slotted screen. Add 20-30 silica sand using a tremie pipe as needed.
- 6) Install two feet of 30-65 silica sand on top of the 20-30 silica sand using a tremie pipe.
- 7) Pump cement on top of the 30-65 silica sand pack to land surface.

The SA well may be utilized as a drilling water supply well for constructing the UFA well. If the SA well is utilized as a drilling water supply, the water from the well must maintain a pH greater than 7 for mixing bentonite-based drilling fluids and Portland cement.

The ***upper Floridan aquifer monitor well*** shall be constructed utilizing the mud-rotary and/or reverse air drilling method. The borehole used for collecting lithologic samples to total depth shall serve as a pilot hole. The UFA well shall be constructed from 3 feet ALS to approximately 320 feet BLS, with primary casing set to approximately 220 feet BLS (Figure 4).

The **recommended** order of construction is as follows:

- 1) Drill a nominal 18-inch diameter borehole to 110 feet BLS, or a sufficient depth to set the surface casing based on observed lithologic samples and/or water levels.
- 2) Install 110 feet of 12-inch steel casing and pressure grout with Portland cement using tremie pipe placed inside the 12-inch casing to within 5 feet of the bottom. Cement must set for a minimum of 12 hours (or overnight). Pump cement to land surface using a tremie pipe positioned at least five feet above the cement inside the annulus.
- 3) Drill a nominal 12-inch diameter borehole to 160 feet BLS, or a sufficient depth to set the intermediate casing based on observed lithologic samples and/or water levels.
- 4) Install 160 feet of 8-inch steel casing and pressure grout with cement using a tremie pipe placed inside the 8-inch casing to within 5 feet of the bottom. Cement must set for a minimum of 12 hours (or overnight). Pump cement to land surface using a tremie pipe positioned at least five feet above the cement inside the annulus.
- 5) Drill a nominal 8-inch diameter borehole to 320 feet BLS, or a sufficient depth to construct a functional UFA well based on observed lithologic samples and/or water levels.
- 6) The District will run a caliper log inside the borehole to determine the optimal depth to set the formation packers for the primary casing string.

- 7) Install 223 feet of nominal 4-inch diameter spline-locking type SCH-40 PVC casing with formation packers to 220 feet BLS (Figure 4), or a sufficient depth based on observed lithologic samples and the caliper log. Position 4-inch by 8-inch casing centralizers every 50 feet, with the first centralizer positioned 5 feet from the bottom of the casing.
- 8) Add at least one foot each of clean gravel and fine sand to the annulus on top of the formation packers. Pump 5-feet to 10-feet of cement using a tremie pipe positioned at least five feet above the sand. Cement must set for a minimum of 12-hours (or overnight). A competent cement cap must be established before theoretical volume of cement is installed.
- 9) Pump cement to land surface using a tremie pipe positioned at least five feet above the cement cap inside the annulus.

Fully develop and perform a specific capacity test on each well. This will require a pump(s) that:

- Can draw down the water level in each well at least two feet;
- Can adjust the discharge rate to avoid excessive drawdown (i.e., using a valve at the discharge point to adjust flow rate); and
- Allows for sufficient space within each well for a water level tape to measure drawdown while pumping.

Install a 6-inch locking well cover and a 2-foot x 2-foot x 6-inch concrete pad for each well.

Substantial completion is contingent upon the District verifying well integrity and all final depths/diameters by any discretionary means. The Driller shall be responsible for remediating any unsatisfactory findings.

***NOTE:** ALL depths stated in this section and the proposed well designs are ESTIMATED. Actual depths, casing materials, and construction method(s) are subject to change based on lithologic samples and water levels observed in the field by the Driller in consultation with District staff. District staff MUST provide the Driller written approval before ANY changes to the proposed well designs or construction methods can be made.*

5. SOLIDS CONTROL & MATERIALS

An operational and functioning mud filtering system composed of solids control equipment—such as de-sanders, de-silters, hydroclones, shaker tables, or a combination thereof—must be utilized during mud rotary operations. Solids control will be monitored by District staff. The Driller shall strive to maintain the following standards during drilling and/or cementing operations:

- Drilling fluid sand content shall be maintained at less than 2%.
- Wall cake thickness should range between 2/32-inch and 4/32-inch.
- Drilling fluid weight should range between 8.5 and 9.0 pounds per gallon (lbs./gal.).
- Drilling mud viscosity should range between 32 and 38 seconds per quart.
- Cement should weigh at least 14.0 lbs./gal. before installation.
- All make-up water must have a pH greater than 7 for mixing bentonite-based drilling fluids (optimal pH between 8.5 and 10) and Portland cement (optimal pH between 9 and 11).

The Driller shall adjust the drilling fluids as needed based on information provided by District staff. The use of drilling polymers or additives to maintain proper drilling fluids is the responsibility of the Driller. The Driller shall be responsible for supplying all well construction materials, including drilling supplies, polymers/additives, well casings/screens, water, cement, well covers, etc.

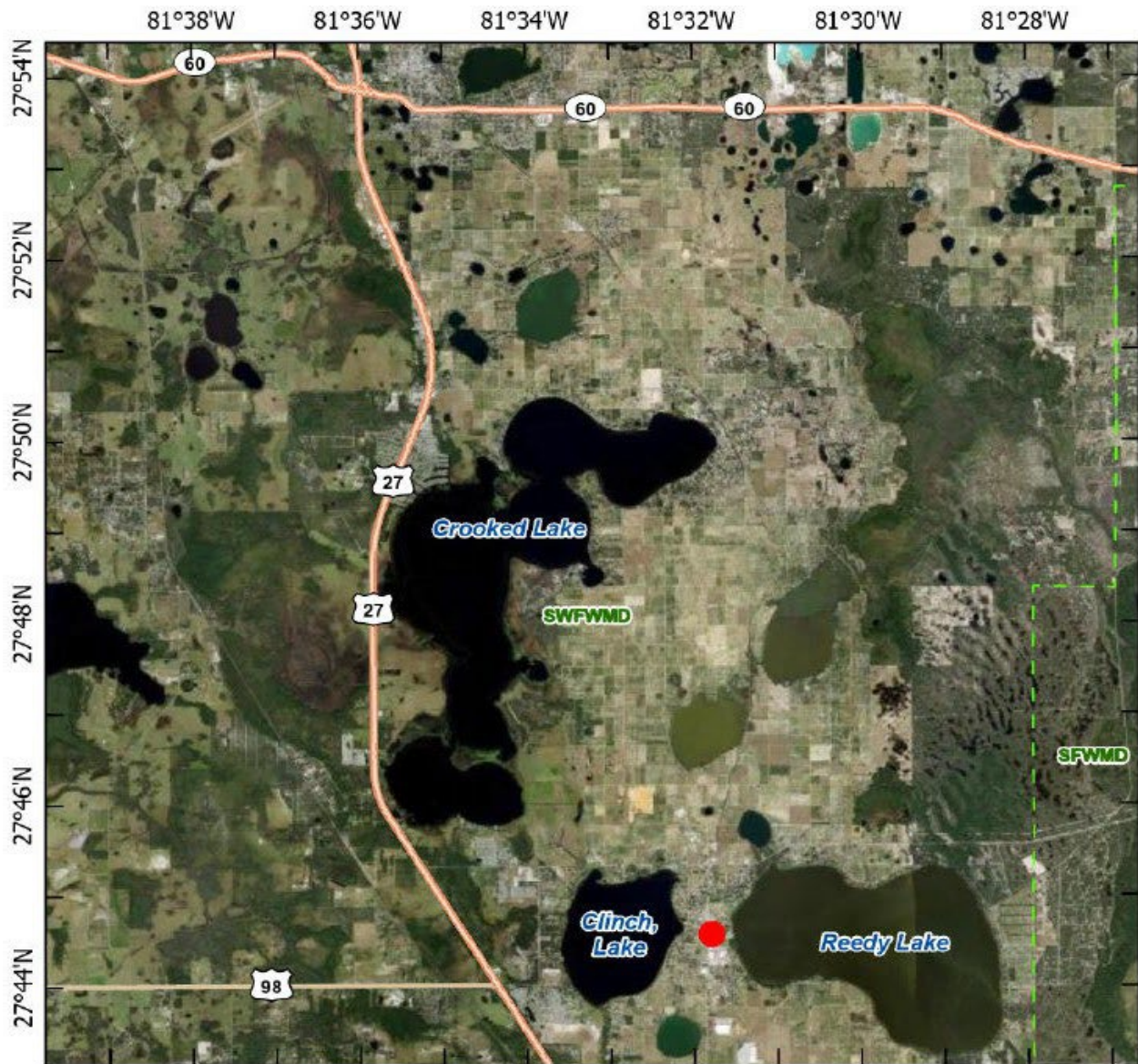
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6. SITE RESTORATION

The Driller shall restore the Project Site to pre-well construction conditions upon completion of all activities. Site clean-up and restoration shall include removal of drilling debris, cuttings, sand, and drilling fluids from the Project Site. If earthen solids control pits have been utilized, mud thinners or dispersants should be utilized to break down drilling mud before drilling fluids, solids, and other debris are excavated from the pit. Solids control pits must be backfilled with the same material that was removed from the pit during its excavation. Solids or cuttings that were removed from the drilling fluid during drilling operations must also be removed from the Project Site to an off-site location.

Substantial Completion is contingent upon the District's Project Manager satisfaction with the site restoration as described herein.

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EXPLANATION

- Coley Deep Monitor Well Site
 Section/Township/Range: S33/T31S/R28E
 Latitude: 27° 44' 36.00" N
 Longitude: -81° 31' 46.00" W

Directions:

From Lake Wales, drive south on US-27 for 10 miles. Head east on State Hwy 630 W and continue for 2 miles. Turn south onto FL-17 S and continue for 1 mile. Turn east on E 2nd Street and continue for 0.1 miles. The well site will be on the south side of the road.

Base from Southwest Florida Water Management District digital orthophoto, 2023
 NAD 1983 HARN StatePlane Florida West FIPS 0902 Feet Projection

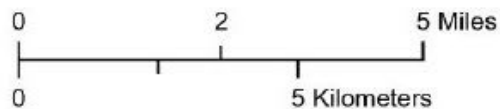


Figure 1. Location of the Coley Deep well site in Polk County, Florida.

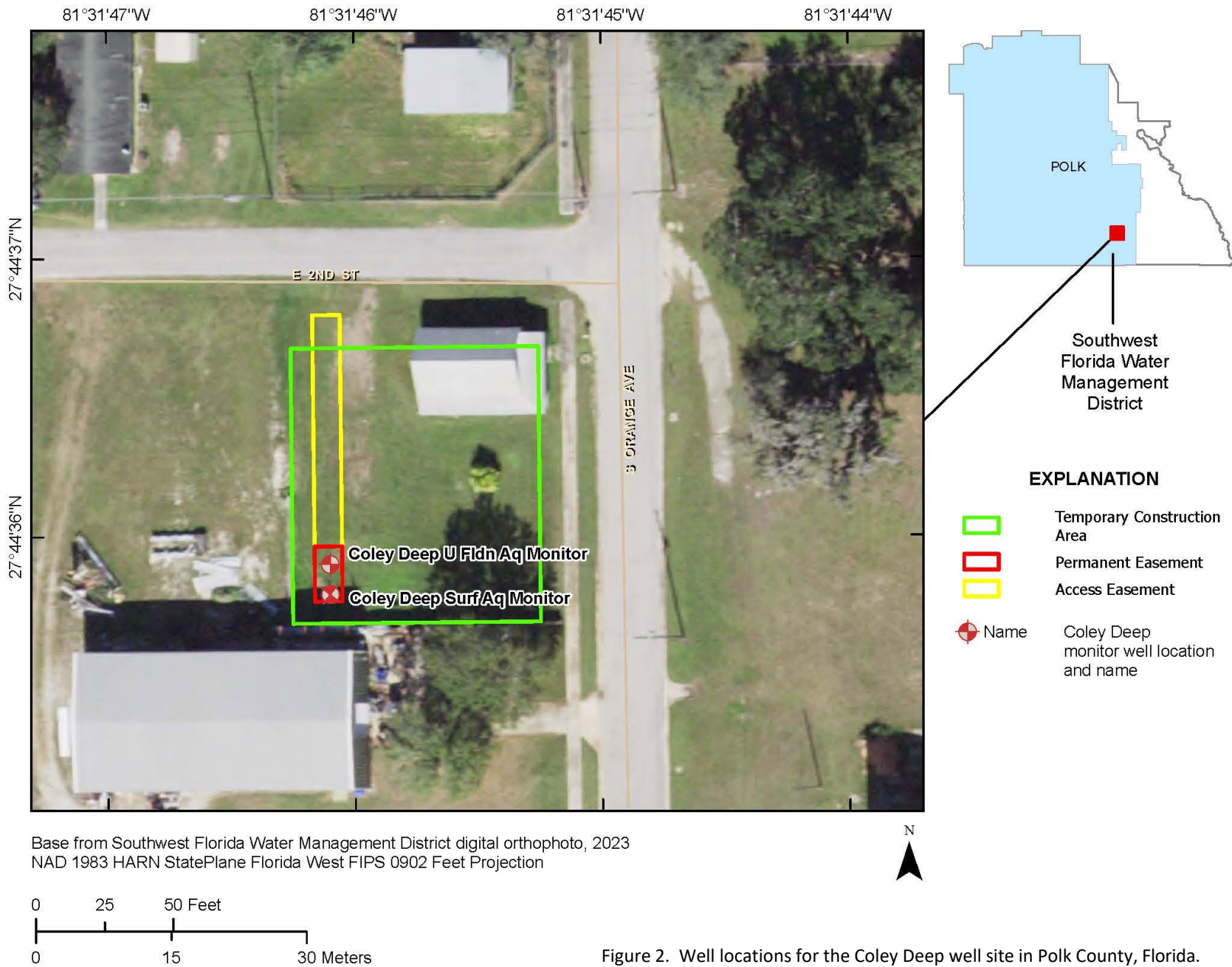
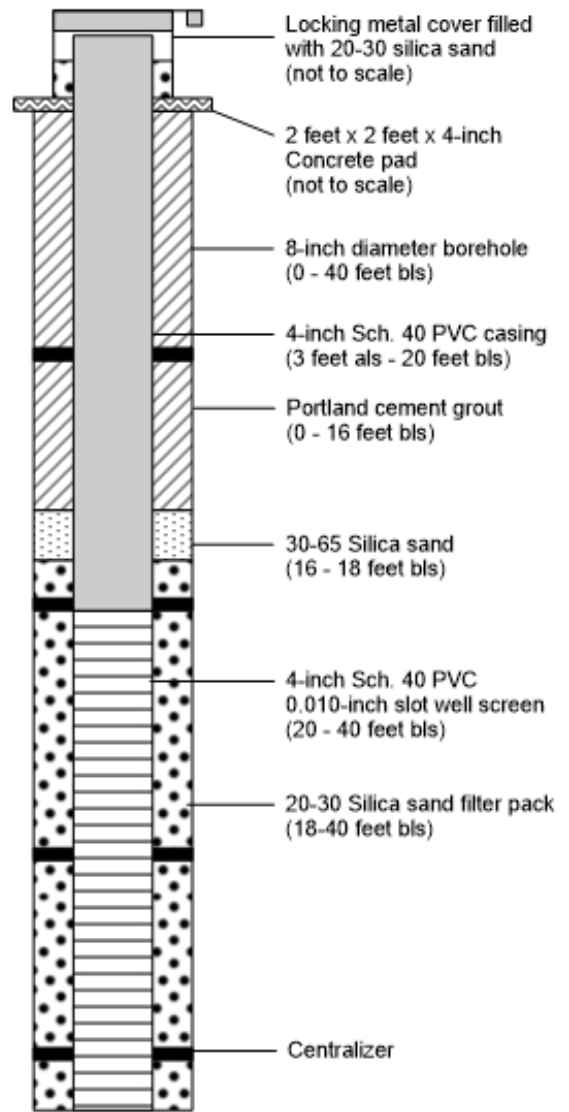
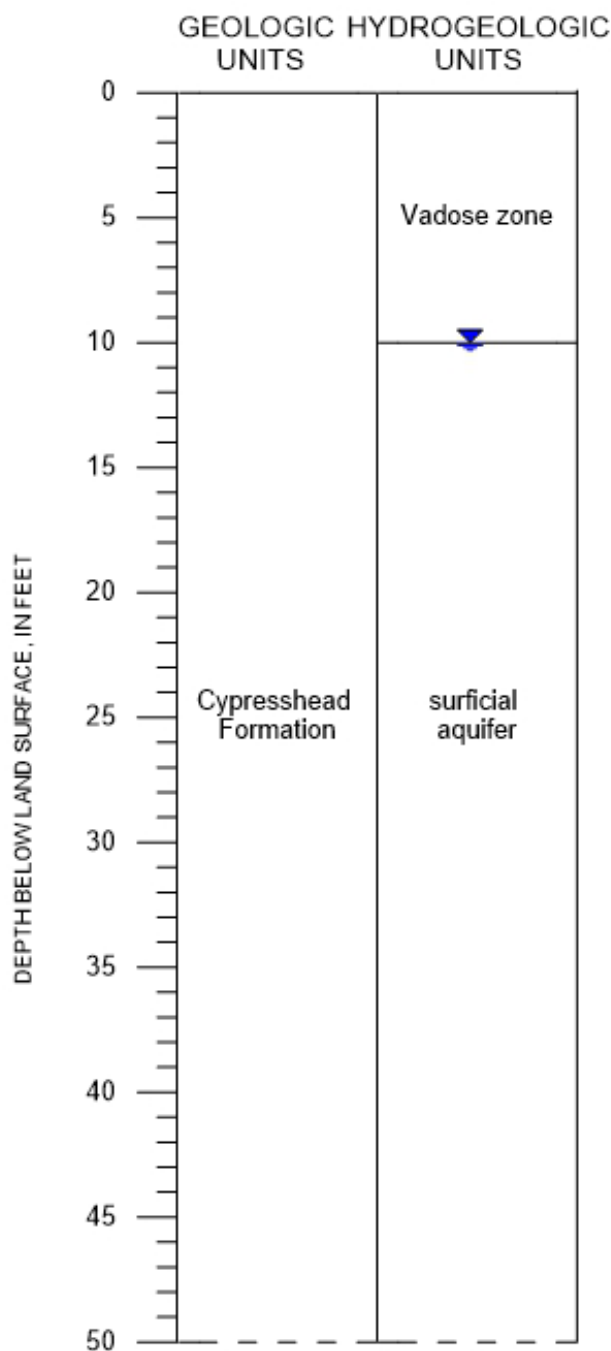








Figure 2. Well locations for the Coley Deep well site in Polk County, Florida.



Note: Following the sand pack installation, the surficial aquifer well will be developed to allow the sand pack to settle before the grout installation.

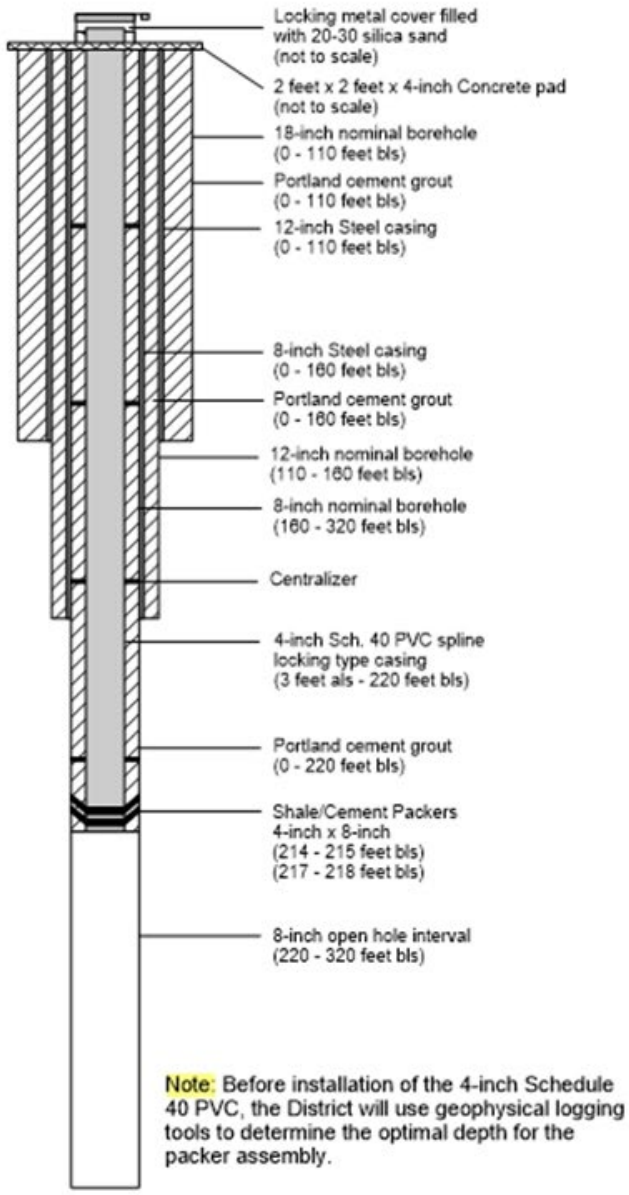
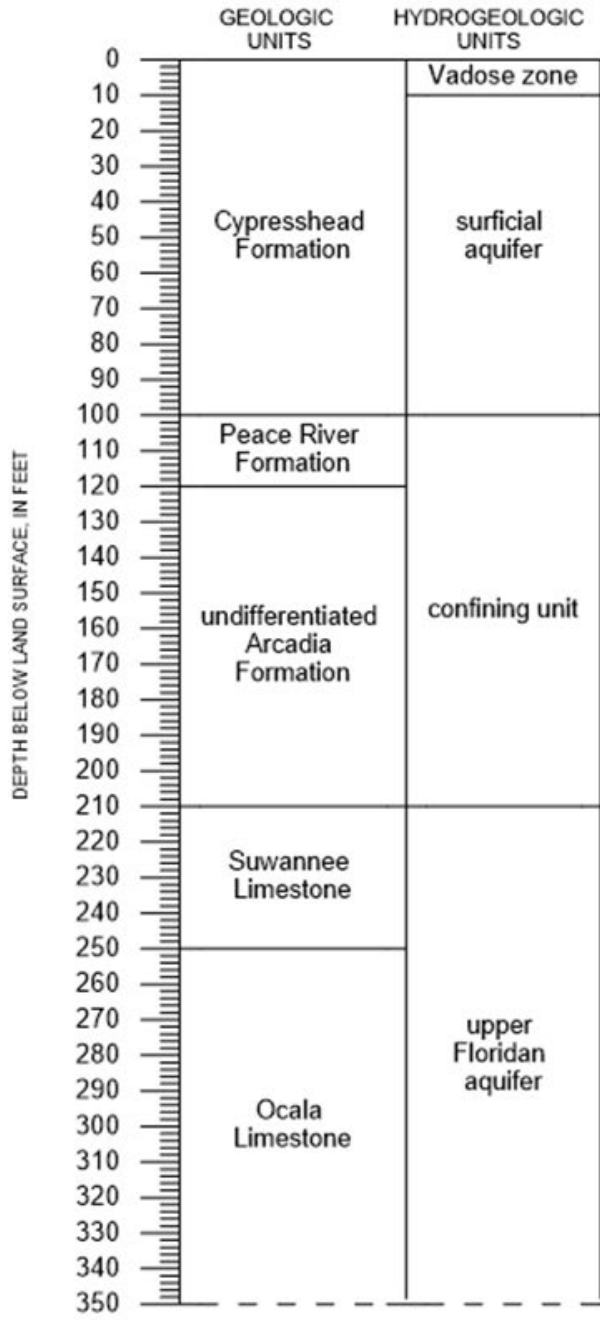
Well Name:	Coley Deep Surf Aq Monitor
SID:	
WCP:	
S/T/R:	33/31S/28E
Latitude:	27° 44' 36" N
Longitude:	81° 31' 46" W
Reporting Category:	COLE
Const. Began:	
Const. Complete:	

EXPLANATION

-  Concrete
-  Screen
-  Cement grout
-  Sand
-  Fine sand
-  Locking metal cover
-  PVC casing
-  Centralizer

[bls, below land surface; als, above land surface; Sch., Schedule; PVC, polyvinyl chloride; SID, Station Identification; WCP, Well Construction Permit; N, North; W, West; Const., construction]

Figure 3. Proposed diagram for the Coley Deep surficial aquifer monitor well.



Note: Before installation of the 4-inch Schedule 40 PVC, the District will use geophysical logging tools to determine the optimal depth for the packer assembly.

Well Name:	Coley Deep U Fldn Aq Monitor
SID:	
WCP:	
S/T/R:	33/31S/28E
Latitude:	27° 44' 36" N
Longitude:	81° 31' 46" W
Reporting Category:	COLE
Const. Began:	
Const. Complete:	

EXPLANATION			
	Concrete		Sand
	Open hole		Locking metal cover
	Cement grout		Steel casing
	PVC casing		Centralizer

[bls, below land surface; als, above land surface; Sch., Schedule; PVC, polyvinyl chloride; SID, Station Identification; WCP, Well Construction Permit; N, North; W, West; Const., construction]

Figure 4. Proposed diagram for the Coley Deep upper Floridan monitor well.

**ATTACHMENT 4
 BID RESPONSE FORM
 FOR
 REQUEST FOR BIDS #26-4983
 DMIT MONITOR WELL SITES
 WELL CONSTRUCTION SERVICES
 POLK COUNTY, FLORIDA**

The undersigned Bidder has carefully read this Request for Bids (RFB) and its provisions, terms and conditions covering the equipment, materials, supplies and services as called for, and fully understands the requirements and conditions. The Bidder certifies that its Bid is made without prior understanding, agreement, or connection with any corporation, firm, entity, or person submitting a Bid for the same goods/services (unless otherwise specifically noted) and is in all respects fair and without collusion or fraud. The Bidder agrees to be bound by all the terms and conditions of this RFB and certifies that the person signing this Bid is authorized to bind the Bidder. The Bidder agrees that it will perform the Work as stipulated if awarded the contract.

By signing below, Bidder certifies the following:

- Information provided in Attachment 5, Contractor Qualification Requirements, and Attachment 6, Contractor References, is true and correct to the best of its knowledge.
- Bidder and its Subcontractors meet the minimum requirements set forth in the RFB and any Technical Documents.
- Bidder has not been debarred by a political agency within the State of Florida.

The Bidder has also carefully read all Addenda issued for this RFB. Addenda are available at <http://www.watermatters.org/procurement> and www.demandstar.com. The Bidder is responsible for reviewing these documents, signing each Addendum signature page, and submitting with the Bidder's Bid.

Bidder Name (Company Name as Contained on Corporate Seal)

Mailing Address	City	State	Zip Code
-----------------	------	-------	----------

Physical Address	City	State	Zip Code
------------------	------	-------	----------

Telephone Number	Fax Number	Email Address
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Authorized Signature	Date	Print/Type Name and Title
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NOTE: If you are entering a "No Bid," please state reason below and email this form to procurement@watermatters.org.

**BID RESPONSE FORM
LAKE LOWERY WELL SITE**

ITEM #	DESCRIPTION	ESTIMATED QUANTITY	UNIT PRICE (\$)	UNIT	ITEM TOTAL PRICE (\$)
1	Mobilization	1	\$ _____	Lump Sum	\$ _____
2	Demobilization	1	\$ _____	Lump Sum	\$ _____
3	Site Restoration	1	\$ _____	Lump Sum	\$ _____

Lake Lowery Surficial Aquifer Monitor Well

ITEM #	DESCRIPTION	ESTIMATED QUANTITY	UNIT PRICE (\$)	UNIT	ITEM TOTAL PRICE (\$)
4	Drill 8-inch borehole (0 - 40 feet bls)	40	\$ _____	Linear Foot	\$ _____
5	Furnish and Install 4-inch SCH 40 PVC pre-pack 0.010 slot screen (20 - 40 feet bls)	20	\$ _____	Linear Foot	\$ _____
6	Furnish and install 4-inch SCH 40 PVC casing (+3 - 20 feet bls)	23	\$ _____	Linear Foot	\$ _____
7	Furnish and install 20-30 silica sand (20 – 40 feet bls)	10	\$ _____	50 lb. Sack	\$ _____
8	Furnish and install 30-65 fine silica sand (18 – 20 feet bls)	2	\$ _____	50 lb. Sack	\$ _____
9	Furnish and install cement in annulus (0 – 18 feet bls)	5	\$ _____	94 lb. Sack	\$ _____
10	Furnish and install 6-inch well cover and cement pad	1	\$ _____	Lump Sum	\$ _____
11	Well Development	4	\$ _____	Per Hour	\$ _____
12	Specific Capacity Testing	4	\$ _____	Per Hour	\$ _____
13	Standby rate (no fuel usage)	10	\$ _____	Per Hour	\$ _____
14	Equipment rate (no drilling)	5	\$ _____	Per Hour	\$ _____
15	Equipment rate (drilling)	5	\$ _____	Per Hour	\$ _____

Lake Lowery Upper Floridan Aquifer Monitor Well

ITEM #	DESCRIPTION	ESTIMATED QUANTITY	UNIT PRICE (\$)	UNIT	ITEM TOTAL PRICE (\$)
16	Drill 12-inch borehole (0 - 80 feet bls)	80	\$ _____	Linear Foot	\$ _____
17	Furnish and install 8-inch steel casing in borehole (80 feet bls)	80	\$ _____	Linear Foot	\$ _____
18	Furnish and install cement in annulus (0 - 80 feet bls)	34	\$ _____	94 lb. Sack	\$ _____
19	Drill 8-inch borehole (80 – 175 feet bls)	95	\$ _____	Linear Foot	\$ _____
20	Furnish and install 4-inch SCH-40 PVC casing in borehole (0 – 130 feet bls)	130	\$ _____	Linear Foot	\$ _____
21	Furnish and install cement in annulus (0 - 124 feet bls)	34	\$ _____	94 lb. Sack	\$ _____
22	Furnish and install gravel/rock (lost circulation zones)	1	\$ _____	Cubic Yard	\$ _____
23	Furnish and install 6-inch well cover and cement pad	1	\$ _____	Lump Sum	\$ _____
Sub-Total Cost (Items 1 – 23):					\$ _____
24	Allowance (for line items 4 – 9, 11 – 22)	20%	\$ _____	Percent	\$ _____
25	Contingency (for line items 1 – 23)	10%	\$ _____	Percent	\$ _____
26	Base Diesel Cost	1	\$ _____	Gallon	\$ _____
27	Base Gasoline Cost	1	\$ _____	Gallon	\$ _____
Sub-Total Cost (Items 24 – 25):					\$ _____

TOTAL BID AMOUNT FOR LAKE LOWERY WELL SITE (ITEMS 1 – 25):
 \$ _____

TOTAL BID AMOUNT FOR LAKE LOWERY WELL SITE IN WORDS (Type or Clearly Print):

**BID RESPONSE FORM
LAKE ANNIE WELL SITE**

ITEM #	DESCRIPTION	ESTIMATED QUANTITY	UNIT PRICE (\$)	UNIT	ITEM TOTAL PRICE (\$)
1	Mobilization	1	\$ _____	Lump Sum	\$ _____
2	Demobilization	1	\$ _____	Lump Sum	\$ _____
3	Site Restoration	1	\$ _____	Lump Sum	\$ _____

Lake Annie Surficial Aquifer Monitor Well

ITEM #	DESCRIPTION	ESTIMATED QUANTITY	UNIT PRICE (\$)	UNIT	ITEM TOTAL PRICE (\$)
4	Drill 8-inch borehole (0 - 60 feet bls)	60	\$ _____	Linear Foot	\$ _____
5	Furnish and Install 4-inch SCH 40 PVC pre-pack 0.010 slot screen (20 - 40 feet bls)	20	\$ _____	Linear Foot	\$ _____
6	Furnish and install 4-inch SCH 40 PVC casing (+3 - 40 feet bls)	43	\$ _____	Linear Foot	\$ _____
7	Furnish and install 20-30 silica sand (40 – 60 feet bls)	10	\$ _____	50 lb. Sack	\$ _____
8	Furnish and install 30-65 fine silica sand (35 – 40 feet bls)	2	\$ _____	50 lb. Sack	\$ _____
9	Furnish and install cement in annulus (0 – 35 feet bls)	9	\$ _____	94 lb. Sack	\$ _____
10	Furnish and install 6-inch well cover and cement pad	1	\$ _____	Lump Sum	\$ _____
11	Well Development	4	\$ _____	Per Hour	\$ _____
12	Specific Capacity Testing	4	\$ _____	Per Hour	\$ _____
13	Standby rate (no fuel usage)	10	\$ _____	Per Hour	\$ _____
14	Equipment rate (no drilling)	5	\$ _____	Per Hour	\$ _____
15	Equipment rate (drilling)	5	\$ _____	Per Hour	\$ _____

Lake Annie Upper Floridan Aquifer Monitor Well

ITEM #	DESCRIPTION	ESTIMATED QUANTITY	UNIT PRICE (\$)	UNIT	ITEM TOTAL PRICE (\$)
16	Drill 18-inch borehole (0 - 80 feet bls)	80	\$ _____	Linear Foot	\$ _____
17	Furnish and install 12-inch steel casing in borehole (80 feet bls)	80	\$ _____	Linear Foot	\$ _____
18	Furnish and install cement in annulus (0 - 80 feet bls)	76	\$ _____	94 lb. Sack	\$ _____
19	Drill 12-inch borehole (80 – 160 feet bls)	60	\$ _____	Linear Foot	\$ _____
20	Furnish and install 8-inch steel casing in borehole (0 – 160 feet bls)	160	\$ _____	Linear Foot	\$ _____
21	Furnish and install cement in annulus (0 - 160 feet bls)	67	\$ _____	94 lb. Sack	\$ _____
22	Drill 8-inch borehole (160 - 300 feet bls)	140	\$ _____	Linear Foot	\$ _____
23	Furnish and install 4-inch SCH-40 PVC casing in borehole (0 – 250 feet bls)	250	\$ _____	Linear Foot	\$ _____
24	Furnish and install cement in annulus (0 - 246 feet bls)	62	\$ _____	94 lb. Sack	\$ _____
25	Furnish and install gravel/rock (lost circulation zones)	1	\$ _____	Cubic Yard	\$ _____
26	Furnish and install 6-inch well cover and cement pad	1	\$ _____	Lump Sum	\$ _____
Sub-Total Cost (Items 1 – 26):					\$ _____
27	Allowance (for line items 4 – 9, 11 – 25)	20%	\$ _____	Percent	\$ _____
28	Contingency (for line items 1 – 26)	10%	\$ _____	Percent	\$ _____
29	Base Diesel Cost	1	\$ _____	Gallon	\$ _____
30	Base Gasoline Cost	1	\$ _____	Gallon	\$ _____
Sub-Total Cost (Items 27 – 28):					\$ _____
TOTAL BID AMOUNT FOR LAKE ANNIE WELL SITE (ITEMS 1 – 28):					
\$ _____					
TOTAL BID AMOUNT FOR LAKE ANNIE WELL SITE IN WORDS (Type or Clearly Print):					

**BID RESPONSE FORM
COLEY DEEP WELL SITE**

ITEM #	DESCRIPTION	ESTIMATED QUANTITY	UNIT PRICE (\$)	UNIT	ITEM TOTAL PRICE (\$)
1	Mobilization	1	\$_____	Lump Sum	\$_____
2	Demobilization	1	\$_____	Lump Sum	\$_____
3	Site Restoration	1	\$_____	Lump Sum	\$_____

Coley Deep Surficial Aquifer Monitor Well

ITEM #	DESCRIPTION	ESTIMATED QUANTITY	UNIT PRICE (\$)	UNIT	ITEM TOTAL PRICE (\$)
4	Drill 8-inch borehole (0 - 40 feet bls)	40	\$_____	Linear Foot	\$_____
5	Furnish and Install 4-inch SCH 40 PVC pre-pack 0.010 slot screen (20 - 40 feet bls)	20	\$_____	Linear Foot	\$_____
6	Furnish and install 4-inch SCH 40 PVC casing (+3 - 20 feet bls)	23	\$_____	Linear Foot	\$_____
7	Furnish and install 20-30 silica sand (18 – 40 feet bls)	12	\$_____	50 lb. Sack	\$_____
8	Furnish and install 30-65 fine silica sand (16 – 18 feet bls)	4	\$_____	50 lb. Sack	\$_____
9	Furnish and install cement in annulus (0 – 16 feet bls)	4	\$_____	94 lb. Sack	\$_____
10	Furnish and install 6-inch well cover and cement pad	1	\$_____	Lump Sum	\$_____
11	Well Development	4	\$_____	Per Hour	\$_____
12	Specific Capacity Testing	4	\$_____	Per Hour	\$_____
13	Standby rate (no fuel usage)	10	\$_____	Per Hour	\$_____
14	Equipment rate (no drilling)	5	\$_____	Per Hour	\$_____
15	Equipment rate (drilling)	5	\$_____	Per Hour	\$_____

Coley Deep Upper Floridan Aquifer Monitor Well

ITEM #	DESCRIPTION	ESTIMATED QUANTITY	UNIT PRICE (\$)	UNIT	ITEM TOTAL PRICE (\$)
16	Drill 18-inch borehole (0 - 110 feet bls)	110	\$ _____	Linear Foot	\$ _____
17	Furnish and install 12-inch steel casing in borehole (0 - 110 feet bls)	110	\$ _____	Linear Foot	\$ _____
18	Furnish and install cement in annulus (0 - 110 feet bls)	104	\$ _____	94 lb. Sack	\$ _____
19	Drill 12-inch borehole (110 – 160 feet bls)	50	\$ _____	Linear Foot	\$ _____
20	Furnish and install 8-inch steel casing in borehole (0 – 160 feet bls)	160	\$ _____	Linear Foot	\$ _____
21	Furnish and install cement in annulus (0 - 160 feet bls)	67	\$ _____	94 lb. Sack	\$ _____
22	Drill 8-inch borehole (160 - 320 feet bls)	160	\$ _____	Linear Foot	\$ _____
23	Furnish and install 4-inch SCH-40 PVC casing in borehole (0 – 220 feet bls)	220	\$ _____	Linear Foot	\$ _____
24	Furnish and install cement in annulus (0 - 214 feet bls)	54	\$ _____	94 lb. Sack	\$ _____
25	Furnish and install gravel/rock (lost circulation zones)	1	\$ _____	Cubic Yard	\$ _____
26	Furnish and install 6-inch well cover and cement pad	1	\$ _____	Lump Sum	\$ _____
Sub-Total Cost (Items 1 – 26):					\$ _____
27	Allowance (for line items 4 – 9, 11 – 25)	20%	\$ _____	Percent	\$ _____
28	Contingency (for line items 1 – 26)	10%	\$ _____	Percent	\$ _____
29	Base Diesel Cost	1	\$ _____	Gallon	\$ _____
30	Base Gasoline Cost	1	\$ _____	Gallon	\$ _____
Sub-Total Cost (Items 27 – 28):					\$ _____
TOTAL BID AMOUNT FOR COLEY DEEP WELL SITE (ITEMS 1 – 28):					
\$ _____					
TOTAL BID AMOUNT FOR COLEY DEEP WELL SITE IN WORDS (Type or Clearly Print):					

**ATTACHMENT 5
CONTRACTOR QUALIFICATION REQUIREMENTS
FOR
REQUEST FOR BIDS 26-4983
DMIT MONITOR WELL SITES
WELL CONSTRUCTION SERVICES
POLK COUNTY, FLORIDA**

RESOURCES:

Provide a copy of Bidder's Florida Water Well Contractors License and a written statement regarding the size and capacity of Bidder's organization.

Describe the drill rig(s) and equipment that are available to perform the work, including drilling fluid cleaning system equipment.

Model: _____ Age: _____

Description / Condition: _____

Model: _____ Age: _____

Description / Condition: _____

Equipment: _____

Describe the method to be used to install surface casings.

Please provide the qualifications, license(s) and/or certification(s), and experience for the lead driller(s) including three (3) completion reports of the largest diameter and deepest casing sets completed in Florida for this driller.

Lead Driller Information:

Name: _____

License(s): _____

Certification(s): _____

Experience: _____

Qualifications: _____

Please provide any additional equipment, qualification, or reference information in support of your bid.

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**ATTACHMENT 6
CONTRACTOR REFERENCES
FOR
REQUEST FOR BIDS 26-4983
DMIT MONITOR WELL SITES
WELL CONSTRUCTION SERVICES
POLK COUNTY, FLORIDA**

Bidder must provide a minimum of three (3) non-District references for work completed in similar size, scope and complexity to the work requested in this RFB. References must be individuals that can be readily contacted and have first-hand knowledge of the Bidder's performance on the specific project performed by the Bidder:

- Project at substantial completion within the last five (5) years.
- Constructed value of at least \$100,000.
- Similar in size and scope to this at least one (1) named well site in the overall Project.
- References must be from three different entities or companies.

Bidder Name: _____

1. Business Name: _____

Contact Person: _____

Address: _____

Phone No.: _____ Email Address: _____

Commencement Date: _____ Substantial Completion Date: _____

Overview of Service Performed: _____

2. Business Name: _____

Contact Person: _____

Address: _____

Phone No.: _____ Email Address: _____

Commencement Date: _____ Substantial Completion Date: _____

Overview of Service Performed: _____

3. Business Name: _____

Contact Person: _____

Address: _____

Phone No.: _____ Email Address: _____

Commencement Date: _____ Substantial Completion Date: _____

Overview of Service Performed: _____

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**ATTACHMENT 7
CERTIFICATION CLEAN AIR ACT/CLEAN WATER ACT
FOR
REQUEST FOR BIDS 26-4983
DMIT MONITOR WELL SITES
WELL CONSTRUCTION SERVICES
POLK COUNTY, FLORIDA**

On behalf of _____ (Bidder), I certify that this company/facility is not on the EPA *Excluded Parties List System* concerning the Clean Air Act (CAA) or the Clean Water Act (CWA). I further certify:

- 1) Bidder will not use any facility on the *Excluded Parties List System* in the performance of any non-exempt contract, grant or loan for the duration of time that the facility remains on the List.
- 2) Bidder will notify the DISTRICT if a facility we intend to use in the performance of the contract, grant, or loan is on the *Excluded Parties List System* or we know that it has been recommended to be placed on the *Excluded Parties List System*.
- 3) In the performance of the contract, grant or loan, Bidder will comply with all requirements of the CAA and the CWA, including the requirements of section 114 of the CAA and section 308 of the CWA, and all applicable clean air standards and clean water standards, See Federal Acquisition Regulations, 2 CFR 180; 2 CFR 1532, Subpart J, 48 CFR Part 9, Subpart 9.4.

Name of Authorized Representative

Date

**ATTACHMENT 8
TRENCH SAFETY ACT COMPLIANCE FORM
FOR
REQUEST FOR BIDS 26-4983
DMIT MONITOR WELL SITES
WELL CONSTRUCTION SERVICES
POLK COUNTY, FLORIDA**

1. The bidder acknowledges the existence of the Florida Trench Safety Act at §553.60 through 553.64, Florida Statutes (hereinafter called the "Act") and the requirements established herein.
2. The bidder further acknowledges that the Act established the Federal excavation safety standards set forth at 29 CFR Part 1926, Subpart P as the Interim State standard applicable to this project in regard to trench safety.
3. The bidder will comply with all applicable trench safety standards, during all phases of the work, if awarded the contract, and will ensure that all subcontractors will also comply with the Act.
4. The bidder will consider the geotechnical information available from the District, from its own sources and all other relevant information in its design of the trench safety system it will employ on the subject project. The bidder acknowledges that the District is not obligated to provide such information, that bidder is not to rely solely on such information if provided, and that bidder is solely responsible for the selection of the data on which he relies in designing said safety system, as well as for the system itself.
5. The bidder acknowledges that included in the Total Price in the Bid Form are costs for complying with the Florida Trench Safety Act, which is in effect as of October 1, 1990. The undersigned further identifies the costs to be \$_____ per linear foot.
6. The amount in Item 5 herein includes the following Trench Safety Compliance Methods and the units of each safety measure. The unit costs and the unit prices are shown solely for the purpose of compliance with the procedural requirements of the Act.

Trench Safety Compliance Method	Unit (LF, SY)	Quantity	Unit Cost	Extended Cost
A. _____	_____	_____	\$ _____	\$ _____
B. _____	_____	_____	\$ _____	\$ _____
C. _____	_____	_____	\$ _____	\$ _____
D. _____	_____	_____	\$ _____	\$ _____
Total:				\$ _____

Use additional blank sheets to further itemize if more room is required.

7. Acceptance of the bid to which this certification and disclosure applies in no way represents that the District or its representatives have evaluated or determined that the above costs are adequate to comply with the applicable trench safety requirements, nor does it in anyway relieve the undersigned of his sole responsibility for complying with all applicable safety requirements.

Company: _____

By: _____
Signature of Authorized Representative Date

**ATTACHMENT 9
BID BOND
FOR
REQUEST FOR BIDS 26-4983
DMIT MONITOR WELL SITES
WELL CONSTRUCTION SERVICES
POLK COUNTY, FLORIDA**

State of Florida

Know all men by these presents, that, _____ as
Principal and _____, as Surety, are held and firmly bound
unto the Southwest Florida Water Management District (District) in the sum of
Dollars
(\$_____) (five percent (5%) of the amount bid) lawful money of the United
States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs,
executors, administrators, and successors, jointly and severally, firmly by these presents.
The condition of this obligation is that the principal has submitted the attached Bid, dated
_____ for the _____.

NOW, THEREFORE, if the principal shall not withdraw said Bid within ninety day (90)
calendar days after date of opening thereof, and shall within ten (10) business days from the
date of Notice of Intended Award enter into a written contract with the District, in accordance
with the term and conditions of the District's RFB and the Bidder's Bid, with good and
sufficient surety or sureties, as may be required, for the faithful performance and proper
fulfillment of such contract, then this obligation shall be void; otherwise the sum herein stated
shall be due and payable to the District, and surety shall immediately pay the District upon
demand the above sum as liquidated damages for the failure of said principal.

The remainder of this page intentionally left blank.

IN WITNESS WHEREOF, the above bounden parties have executed this instrument under their several seals this _____ day of _____, A.D., 2026, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

IN PRESENCE OF:

(Witness) _____(SEAL)
(Individual Principal)

Business Address _____
City/State/Zip Code

(Witness) _____(SEAL)
(Individual Principal)

Business Address _____
City/State/Zip Code

(Corporate Principal or Company Name)

Business Address _____
City/State/Zip Code

ATTEST:

Secretary BY: _____(SEAL)
Signature of Authorized Company Official

(Title)

(Corporate Surety)

Business Address _____
City/State/Zip Code

ATTEST:

BY: _____
(Signature of Surety Official, Title)

**ATTACHMENT 10
PAYMENT AND PERFORMANCE BOND
FOR
REQUEST FOR BIDS 26-4983
DMIT MONITOR WELL SITES
WELL CONSTRUCTION SERVICES
POLK COUNTY, FLORIDA**

State of _____

Bond No. _____

County of _____

KNOW ALL MEN BY THESE PRESENTS THAT _____ as Principal, whose principal business address and telephone number are _____, hereinafter referred to as "Principal," and _____ as Surety, a corporation duly existing and organized under the laws of the State of _____ having its home office in the City of _____ and licensed to do business in the State of Florida, whose current business address and telephone number are listed as _____, hereinafter referred to as "Surety," are held and firmly bound unto the Southwest Florida Water Management District, as Owner, whose address is 2379 Broad Street (U.S. 41 South), Brooksville, Florida, 34604-6899, and whose telephone number is (352) 796-7211, hereinafter referred to as the "District," in the sum of _____ Dollars (\$ _____), as may be increased through contract modifications, for the payment of which the Principal and Surety bind themselves, their respective heirs, administrators, executors, personal representatives, successors and assigns jointly and severally.

WHEREAS the Principal entered into Agreement No. _____ with the District, for the DMIT Monitor Well Sites - Well Construction Services located in the County of Polk, Florida and said Agreement includes all Agreement designs, specifications, plans, drawings, modifications, additions, deletions, and instruments attached together and made a part of said Agreement, hereinafter referred to as the "Agreement," pursuant to which the Principal is to furnish, at its own cost and expense, all necessary services, labor, materials and equipment necessary to completely perform, in a thorough and workmanlike manner, all work contemplated under said Agreement and in accordance with the terms of said Agreement, to (description of project improvements and address of project; owner's name and address if not District).

NOW, THEREFORE, the conditions of this obligation are such that if the Principal:

- (i) performs all the terms and conditions of the aforementioned Agreement which is made a part of this Bond by reference, and fulfills, in all respects, all obligations there under at the times and in the manner prescribed in the Agreement, including the warranty provisions thereof;
- (ii) promptly makes payment to all claimants, as defined in Section 255.05(1), Florida Statutes, supplying labor, materials and supplies used directly or indirectly by the Principal in the prosecution of the work provided for in the Agreement;
- (iii) pays the District all losses, damages (including liquidated damages, if applicable; otherwise delay damages), expenses, costs and attorney's fees, including appellate proceedings, incurred by the District as a result of any act, omission or default, including patent and copyright infringements, on the part of the Principal in connection with the performance of the Agreement; and
- (iv) performs the guarantee of all work and materials furnished under the Agreement and for the time specified in the Agreement;

then this obligation shall be void, otherwise it remains in full force.

THE SURETY hereby agrees that any addition, deletion, alteration or modification of the Agreement, any extension of time for performance under the Agreement, any increase in price, and any other change in the Agreement, or any change in the terms and conditions of the Agreement, shall not in any way affect the obligations of the Surety on this Bond, and the Surety hereby expressly consents to, and waives notice of, any and all such change.

THIS BOND shall also be security for the performance by the Principal and Surety of the following additional covenants and obligations, and the recitals and references herein contained shall constitute a part of this Bond and obligation:

- (i) In each and every suit brought against the Principal and Surety upon this Bond in which the Plaintiff prevails on the significant issues in the case, there shall be assessed therein against the Principal and Surety herein, in favor of the Plaintiff therein, reasonable counsel fees, which the Principal and Surety hereby expressly agree to pay as part of the costs and expense of such suit; and

(ii) In case of annulment or any breach or default of the Agreement by the Principal, there shall be assessed against the Principal and Surety herein, all expenses including legal fees, incurred by the District in connection with any such annulment, breach or default.

This Bond is a statutory bond governed by section 255.05, Florida Statutes. Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in section 255.05(2), Florida Statutes.

The effective date of this Payment and Performance Bond shall be concurrent with the effective date of the above referenced Agreement between the Principal and the District.

IN WITNESS WHEREOF, the above bounden parties have executed this instrument under their several seals on the date indicated above the name and corporate seal of each corporate party being hereto affixed and these presents fully signed by its undersigned representative pursuant to authority of its governing body or other legally binding authority.

ATTEST:

(Corporate Seal)

Print Name of Principal

Secretary as to Principal

BY: _____

Title: _____
As authorized agent for Principal

ATTEST:

(Corporate Seal)

Print Name of Surety

Secretary as to Surety

BY: _____
Authorized Agent for Surety

Note: Surety must provide evidence of signature authority, i.e., a certified copy of Power of Attorney.

If the Principal or Surety is a Corporation, the appropriate corporate seal must be affixed and a Certificate of Corporate Principal attached.

**ATTACHMENT 11
SAMPLE AGREEMENT
FOR
REQUEST FOR BIDS 26-4983
DMIT MONITOR WELL SITES
WELL CONSTRUCTION SERVICES
POLK COUNTY, FLORIDA**

AGREEMENT NO. _____

AGREEMENT
BETWEEN THE
SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT
AND

FOR
DMIT MONITOR WELL SITES
WELL CONSTRUCTION SERVICES
POLK COUNTY, FLORIDA

This Agreement is made and entered into by and between the Southwest Florida Water Management District, a public corporation of the State of Florida, whose address is 2379 Broad Street, Brooksville, Florida 34604-6899, hereinafter referred to as the "District" and _____, a private corporation, whose _____ address _____ is _____, hereinafter referred to as the "Contractor."

WITNESSETH:

Whereas, the District desires to engage the Contractor to perform all work required for the, DMIT Monitor Well Sites - Well Construction Services in Polk County, Florida, hereinafter referred to as the "Project"; and

Whereas, the Contractor represents that it possesses the requisite skills, knowledge, expertise, and resources and agrees to provide the desired services to the District; and

Whereas, the District and the Contractor have agreed on the type and extent of services to be rendered by the Contractor and the amount and method of compensation to be paid by the District for services rendered.

Now therefore, the District and the Contractor, in consideration of the mutual terms, covenants and conditions set forth herein, agree as follows:

1. INDEPENDENT CONTRACTOR.

The Contractor will perform as an independent contractor and not as an employee, representative or agent of the District.

2. PROJECT MANAGER AND NOTICES.

Each party hereby designates the employee set forth below as its respective Project Manager. Project Managers will assist with Project coordination and will be each party's prime contact person. Notices and reports will be sent to the attention of each party's Project Manager by U.S.

mail, postage paid, by nationally recognized overnight courier, or personally to the parties' addresses as set forth in the introductory paragraph of this Agreement. Notice is effective upon receipt.

Project Manager for the District:
Reed Putnall
2379 Broad Street
Brooksville, Florida 34604
(813) 355-0350
reed.putnall@watermatters.org

Project Manager for the Contractor:

[Name]
[Address]
[City, State, Zip Code]
[Phone]
[Email]

Any changes to the above representatives or addresses must be provided to the other party in writing.

2.1 The District's Project Manager is hereby authorized to approve requests to extend a Project task deadline set forth in this Agreement. Such approval must be in writing, explain the reason for the extension and be signed by the Project Manager and his or her Bureau Chief, or Director if the Bureau Chief is the Project Manager, unless the District's Signature Authority provides otherwise.

3. SCOPE OF WORK.

The Contractor, upon written notice to proceed from the District, agrees to furnish all equipment, tools, materials, labor and all other things necessary to complete the Project, and perform in accordance with the terms and conditions of this Agreement, the Special Project Terms and Conditions, set forth in Exhibit "A," the District's Request for Bids (RFB) including all Addenda, and the Contractor's response to the RFB, which are both incorporated herein by reference, and Exhibit "D", Sample Forms. Time is of the essence in the performance of each obligation under this Agreement. Any changes to this Scope of Work and associated costs, except as provided in Subparagraphs 2.1 and 3.4 herein, must be mutually agreed to in a formal written amendment signed by both parties prior to being performed by the Contractor, subject to the provisions of Paragraph 4, Compensation.

3.1 The District and the Contractor hereby recognize the subcontractors to be utilized by the Contractor in the execution of this Project work: _____, _____, and _____. Any change of subcontractors requires prior written approval from the District. Any addition of a subcontractor requires prior written approval from the District.

3.2 The District recognizes the expertise of the Project team members of the Contractor and the subcontractors. Both parties further agree that any change to the Contractor's and/or subcontractor's Project team (including Project Manager and Lead Driller) requires prior written approval from the District.

3.3 No acceptance or approval by the District of any subcontractor, supplier or other individual or entity, whether initially or as a replacement, shall constitute a waiver of any right of the District to reject defective work or shall create any District liability for the acts or omissions of these individuals or entities.

3.4 The District's Project Manager is authorized to issue a Change Order in substantially the form attached in Exhibit "D" for additional work on an as needed basis for ancillary Project services within any available contingency, or for deletions or revisions to the work, or to authorize extensions of time, in accordance with requirements of this Agreement. Prior

to issuing a Change Order under this provision the District Project Manager must document the reason for the Change Order and obtain written approval from all appropriate District staff in accordance with the District's Signature Authority. The Contractor will initiate a Change Order by submitting a Change Proposal to the District's Project Manager that will provide a cost estimate and/or performance schedule for completing the proposed contingency work, or a performance schedule if requesting additional time, together with such additional information as the District's Project Manager or Project Engineer may reasonably request. If the Change Proposal includes a price quote, the District must approve or deny the price quote within 35 days after the District's Project Manager receives the price quote. Any denial notice must specify the alleged deficiencies in the price quote and the actions necessary to remedy those deficiencies. The District's Project Manager will issue a Change Order incorporating those portions of the Change Proposal acceptable to the parties. Change Order work will commence as set forth in the notice to proceed with Change Order work issued by the District's Project Manager. The parties agree that payment for any such ancillary Project services is budgeted as contingency and is not to exceed the contingency amount set forth in this Agreement.

- 3.5 The District's Project Manager is authorized to issue Field Directive/Administrative Approvals, in substantially the form attached in Exhibit "D" for:
- (i) Minor changes in the work that do not extend the Substantial or Final Completion dates, do not increase cost, and are not inconsistent with the purpose of the work.
 - (ii) Extensions to a Project task deadline, provided it does not result in any extension in the Substantial Completion, Final Completion, or additional cost.
 - (iii) Authorization of expenditure of specific purpose allowances identified in the bid form.
 - (iv) A change in a subcontractor or Project team member as required by Subparagraphs 3.1 and 3.2 of the Agreement.

4. COMPENSATION.

For satisfactory completion of the Work, the District will pay the Contractor a not to exceed amount of \$_____ (Contract Price). Except as provided below, the District will have no obligation beyond this amount.

The District has also budgeted \$_____ (Owner's Contingency) in contingency funds for unanticipated work that may be required for a total not to exceed Agreement amount of \$_____ (Total Agreement Amount). The Contractor agrees that the Owner's Contingency, if any, is for the sole use of the District to cover unanticipated costs.

Payment will be made to the Contractor in accordance with the Schedule of Values set forth in Exhibit "C", individual Change Orders issued to the Contractor and the Bid Response Form which may consist of Unit Cost, Lump Sum, and/or Allowance bid line items.

For all Unit Price Work, an amount equal to the sum of the extended prices (established for each separately identified item of Unit Price Work by multiplying the unit price times the actual quantity of that item). However, the total cost of the Work will not exceed the Total Agreement Amount.

The remainder of this page intentionally left blank.

The District shall pay the Contractor for the satisfactory completion of the Work in accordance with the Contract Documents and the Local Government Prompt Payment Act, Part VII of chapter 218, Florida Statutes, upon receipt of a proper Application for Payment which includes all information contained in subparagraph 4.2. and otherwise conforms with the Contract Documents. Applications for Payments must be submitted monthly by the Contractor to the District electronically at invoices@WaterMatters.org, or at the following address:

Accounts Payable Section
Southwest Florida Water Management District
Post Office Box 15436
Brooksville, Florida 34604-5436

In addition to sending an original invoice to the District's Accounts Payable Section as required above, copies of invoices may also be submitted to the District's Project Manager in order to expedite the review process.

Any services commenced by the Contractor that the Contractor intends to charge against contingency and/or allowance amounts without first receiving a fully executed Change Order or Field Directive/Administrative Approval, as applicable, shall be at the Contractor's sole cost. Any unused allowance and contingency amounts shall remain with the District and be deducted from the Contractor's total compensation.

- 4.1 The District's performance and payment obligations pursuant to this Agreement are contingent upon the District's Governing Board appropriating funds in its approved budget for the Project in each Fiscal Year of this Agreement.
- 4.2 All invoices must include the following information: (1) the Contractor's name, address and phone number (include remit address, if different than principal address in the introductory paragraph of this Agreement); (2) the Contractor's invoice number and date of invoice; (3) District Agreement number; (4) Dates of service; (5) the Contractor's Project Manager; (6) District's Project Manager; (7) Progress Report with the Contractor's Project Manager's assessment of the Project's actual progress as compared to the Progress Schedule; and (8) Supporting documentation necessary to satisfy auditing purposes, for cost and project completion. Invoices that do not conform with this paragraph will not be considered a proper invoice. Disputes will be resolved in accordance with the District's dispute resolution procedure.
- 4.3 If an invoice does not meet the requirements of this Agreement, the District's Project Manager, after consultation with his or her Bureau Chief, will notify the Contractor in writing that the invoice is improper and indicate what corrective action on the part of the Contractor is needed to make the invoice proper. If a corrected invoice is provided to the District that meets the requirements of the Agreement, the invoice will be paid within ten business days after the date the corrected invoice is received by the District.
- 4.4 In the event any dispute or disagreement arises during the course of the Project, including those concerning whether a deliverable should be approved by the District, the Contractor will continue to perform the Project work in accordance with the District's instructions and may claim additional compensation. The Contractor is under a duty to seek clarification and resolution of any issue, discrepancy, or dispute by providing the details and basis of the dispute with a request for additional information, additional compensation, or schedule adjustment, as appropriate, to the District's Project Manager no later than 10 days after the precipitating event. If not resolved by the Project Manager, in consultation with his or her Bureau Chief, the dispute will be forwarded to the Division

Director. If not resolved by the Division Director, the dispute will be forwarded to the Assistant Executive Director. The Assistant Executive Director in consultation with the District's Office of General Counsel will issue a final determination. The Contractor will proceed with the Project in accordance with the District's determination; however, such continuation of work will not waive the Contractor's position regarding the matter in dispute. No Project work will be delayed or postponed pending resolution of any disputes or disagreements.

4.5 By October 5th of each year of the Agreement, the Contractor must provide the following documentation to the District for all services performed through September 30th: i) invoices for completed, accepted and billable tasks, ii) an estimate of the dollar value of services performed, but not yet billable.

4.6 Each Contractor invoice must include the following certification, and the Contractor hereby delegates authority by virtue of this Agreement to its Project Manager to affirm said certification:

"I hereby certify that the costs requested for payment, as represented in this invoice, are directly related to the performance under the DMIT Monitor Well Sites - Well Construction Services in Polk County, Florida Agreement between the Southwest Florida Water Management District and _____ (Agreement No. _____), are allowable, allocable, properly documented, and are in accordance with the approved project budget."

4.7 The District will hold back a retainage of 5% of each invoice amount. Retainage will be released by the District and the Contractor in accordance with the Local Government Prompt Payment Act, Part VII of Chapter 218, Florida Statutes. Prior to the District's release of final payment, the Contractor must provide the District with a properly executed Affidavit stating that the Contractor has complied with the Local Government Prompt Payment Act with respect to all lower tier entities such as subcontractors, suppliers, etc., and that all taxes have been paid, a Final Release of Lien and a Consent of Surety to Final Payment. Sample forms are set forth in Exhibit "D."

4.8 The District may, in addition to other remedies available at law or equity, retain such monies from amounts due the Contractor as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against the District. The District may set off any liability or other obligation of the Contractor or its affiliates to the District against any payments due the Contractor under any contract with the District. The District reserves the right to withhold payment until samples, shop drawings, Architect's certificates, additional bonds, or any other things required by this Agreement have been submitted to the satisfaction of the District's Project Manager.

5. CONTRACT TIMES, TERM.

This Agreement will be effective upon execution by both parties. All time limits for Milestones, if any, Substantial Completion, and Final Completion as stated in this Agreement are of the essence.

5.1 Lake Lowery Well Site:

A Notice to Proceed (NTP) will be issued by the District. The Contractor shall commence Project work within 120 days from the date indicated on the NTP. The Contractor shall

achieve Substantial Completion no later than December 31, 2026 and Final Completion no later than March 5, 2027.

5.2 Lake Annie Well Site:

A Notice to Proceed (NTP) will be issued by the District. The Contractor shall commence Project work within 120 days from the date indicated on the NTP.

5.2.1 The Contractor shall reach Substantial and Final Completion based on the dates or the timeline provided below, whichever comes first:

5.2.1.1 The Contractor shall achieve Substantial Completion no later than December 31, 2026 and Final Completion no later than March 5, 2027.

5.2.1.2 From commencement of Project work to:

- Substantial Completion shall be no more than 120 calendar days.
- Final Completion shall be no more than 180 calendar days.

5.3 Coley Deep Well Site:

A Notice to Proceed (NTP) will be issued by the District. The Contractor shall commence Project work within 120 days from the date indicated on the NTP.

5.3.1 The Contractor shall reach Substantial and Final Completion based on the dates or the timeline provided below, whichever comes first:

5.3.1.1 The Contractor shall achieve Substantial Completion no later than March 5, 2027 and Final Completion no later than May 5, 2027.

5.3.1.2 From commencement of Project work to:

- Substantial Completion shall be no more than 120 calendar days.
- Final Completion shall be no more than 180 calendar days.

The remainder of this page intentionally left blank.

Important Note: Parts of the Work shall be substantially completed on or before the following Milestone(s):

The Surficial Aquifer Monitor Well shall achieve Substantial Completion no later than December 31, 2026.

6. PROJECT RECORDS AND DOCUMENTS.

The Contractor, upon request, will permit the District to examine or audit all Project related records and documents during or following completion of the Project at no cost to the District. These records shall be available at all reasonable times for inspection, review, or audit. "Reasonable" shall be construed according to circumstances, but ordinarily shall mean normal business hours of 8:00 a.m. to 5:00 p.m., local time, Monday through Friday. In the event any work is subcontracted, the Contractor shall similarly require each subcontractor to maintain and allow access to such records for inspection, review, or audit purposes. Payments made to the Contractor under this Agreement shall be reduced for amounts found to be not allowable under this Agreement by an audit. If an audit is undertaken by the District, all required records shall be maintained until the audit has been completed and all questions arising from it are resolved. The Contractor will maintain all such records and documents for at least five (5) years following completion of the Project. If an audit has been initiated and audit findings have not been resolved at the end of the five (5) years, the records shall be retained until resolution of the audit findings, which would include an audit follow-up by the inspector general if the findings result from an external auditor, or any litigation. The Contractor and any subcontractors understand and will comply with their duty, pursuant to Section 20.055(5), F.S., to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing.

6.1 Each party shall allow public access to Project documents and materials made or received by either party in accordance with the Public Records Act, Chapter 119, F.S. To the extent required by Section 119.0701, F.S., the Contractor shall (1) keep and maintain public records required by the District to perform the service; (2) upon request from the District's custodian of public records, 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 by law; (3) ensure that 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 term of this Agreement and following completion of the Agreement if the Contractor does not transfer the records to the District; and (4) upon completion of this Agreement, transfer, at no cost to the District, all public records in possession of the Contractor or keep and maintain public records required by the District to perform the service. If the Contractor transfers all public records to the District upon completion of this Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records requirements. If the Contractor keeps and maintains public records upon completion of this Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the District, upon request from the District's custodian of public records, in a format that is compatible with the information technology systems of the District.

6.2 **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS by telephone at 352-205-8482, by email at**

RecordsCustodian@SWFWMD.state.fl.us, or at the following mailing address:

**Public Records Custodian
Southwest Florida Water Management District
2379 Broad Street
Brooksville, Florida 34604-6899**

Any changes to the above contact information will be provided to the Contractor in writing.

- 6.3 Notwithstanding anything in this Agreement to the contrary, if, as part of its performance of this Agreement, the Contractor holds, comes into possession of, distributes, generates, and/or creates lawful copies in any media of security or fire safety system plans, building plans, blueprints, schematic drawings, and diagrams, including draft, preliminary, and final formats, which depict the internal layout and structural elements of a building, or other structure owned or operated by the District, which pursuant to Section 119.071(3), Florida Statutes are confidential and/or exempt from the inspection, examination and duplication of public records provisions of Chapter 119, F.S. and Subsection 24(a), Article I of the State Constitution (singularly or collectively, and inclusive of any copies made in any media by or through the Contractor, the "Exempt & Confidential Documents"), then the Contractor agrees to:
- 6.3.1 maintain the exempt and/or confidential status of said Exempt & Confidential Documents for so long as they are in the Contractor's possession; and
 - 6.3.2 only disclose that portion of the Exempt & Confidential Documents as is necessary to those architects, engineers, or contractors who (i) are performing work on or related to the building or other structure at issue and (ii) agree in writing to maintain the exempt status of the Exempt Plans; and
 - 6.3.3 return to the District as part of the Contractor's final payment invoice (request for final payment), all Exempt & Confidential Documents in the possession of the Contractor (or in the possession of others by or through the Contractor) and certify in writing that all such Exempt & Confidential Documents in the possession of the Contractor (or in the possession of others by or through the Contractor) have either been so returned or destroyed. The presence of such returned documents and the Contractor's written certification shall be an additional express condition precedent to the Contractor's final payment invoice being considered a proper payment request or invoice; and
 - 6.3.4 include the requirements of this provision (appropriately modified for identification of the parties and their specific obligations) in every subcontract of any tier arising out of or related to this Agreement.
- 6.4 This provision shall survive the termination or expiration of this Agreement. Nothing in the foregoing shall excuse the Contractor's obligation to generate and provide the District with signed and sealed plans, drawings, as-builts, etc. as required by this Agreement and industry standard practice.

The remainder of this page intentionally left blank.

7. OWNERSHIP OF DOCUMENTS AND OTHER MATERIALS.

All documents, including reports, drawings, estimates, programs, manuals, specifications, and all goods or products, including intellectual property and rights thereto, purchased under this Agreement with District funds or developed in connection with this Agreement will be and will remain the property of the District.

8. REPORTS.

The Contractor will provide the District with any and all reports, models, studies, maps, or other documents resulting from the Project at no cost to the District.

9. INDEMNIFICATION.

The Contractor agrees to indemnify and hold harmless the District and all District agents, employees and officers from and against all liabilities, claims, damages, expenses or actions, either at law or in equity, including attorney fees and costs and attorney fees and costs on appeal, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Contractor, its agents, employees, subcontractors, assigns, heirs or anyone for whose acts or omissions any of these persons or entities may be liable during the Contractor's performance under this Agreement. This provision shall survive the termination or expiration of this Agreement.

10. INSURANCE REQUIREMENTS.

The Contractor must maintain during the entire term of this Agreement, insurance in the following kinds and amounts or limits with a company or companies authorized to do business in the State of Florida and will not commence work under this Agreement until the District has received an acceptable certificate of insurance showing evidence of such coverage.

10.1 COI. Certificates of insurance issued under this Agreement shall name the Southwest Florida Water Management District as certificate holder and place the following information in the description of operations section:

Southwest Florida Water Management District is an Additional Insured in regards to the liability policies as per the Agreement.
Agreement No. _____; DMIT Monitor Well Sites - Well Construction Services
Project Manager – Reed Putnall

10.2 Additional Insured. The District and its employees, agents, and officers shall be an Additional Insured in regards to all liability policies with exception of Professional Liability and Worker's Compensation. The Contractor shall demonstrate by listing the District as an additional insured in the Additional Insured Column and the Description of Operations section of the certificate of insurance (or other proof acceptable to the District).

10.3 Waivers of Subrogation. Any waiver of subrogation shall extend to the District's favor. The Contractor shall demonstrate such waiver by delivery of the applicable endorsement and check the Subrogation Waived column (or other proof acceptable to the District) to the District's Project Manager concurrent with delivery of its signature on this Agreement.

10.4 Maintenance of Coverage. In the event the Agreement term or any surviving obligation of Contractor goes beyond the expiration date of the Contractor's or any Subcontractor's

applicable insurance policy, the Contractor shall provide the District with an updated Certificate(s) of Insurance no later than ten days prior to the expiration of the insurance currently in effect. The District reserves the right to suspend the Agreement until this requirement is met.

- 10.5 Notice of Cancellation. The Contractor must notify the District in writing of the cancellation or material change to any insurance coverage required by this Agreement. Such notification must be provided to the District a minimum of 30 days' notice prior to any modifications or cancellation of policies, with 10 days' notice of cancellation due to non-payment of premium.
- 10.6 Subcontractor Insurance. The Contractor must obtain certificates of insurance from any Subcontractor otherwise the Contractor must provide evidence satisfactory to the District that coverage is afforded to the Subcontractor by the Contractor's insurance policies.
- 10.7 Required Coverage. The Contractor shall maintain during the entire term of this Agreement, insurance in the following kinds and amounts or limits with a company or companies authorized to do business in the State of Florida:

Additionally, the Contractor must keep insurances provided on a claims-made form in force until the third anniversary of either the expiration of this Agreement or early termination of the Agreement. This obligation shall survive the expiration or early termination of the Agreement.

- 10.6.1 General Liability insurance on forms no more restrictive than the latest edition of the Commercial General Liability policy (CG 00 01) of the Insurance Services Office without restrictive endorsements, or equivalent, and with no X, C, U, (Explosion, Collapse, Underground) exclusion; with the following coverage of not less than:

\$1,000,000 per occurrence / \$2,000,000 per project aggregate

- 10.6.2 Auto liability insurance with the following coverage of not less than:

Combined Single Limit of \$500,000

- 10.6.3 Workers' compensation insurance in accordance with chapter 440, Florida Statutes and federal statutes, if applicable. If the Contractor hires or leases employees through a third-party arrangement, the District must have a certificate of workers' compensation coverage evidencing coverage for the Contractor from the third party. If the Contractor does not carry workers' compensation coverage, the Contractor must submit to the District both an affidavit stating that the Contractor meets the requirements of an independent contractor as stated in chapter 440, Florida Statutes, and a certificate of exemption from workers' compensation coverage.

- 10.6.3.1 Employers Liability with minimum limits of \$500,000 each accident/\$500,000 by employee/\$500,000 policy limit must be maintained. Such policies shall cover all employees engaged in any work under the Agreement.

- 10.6.4 The Contractor shall provide evidence of one of the following policies, whichever is most applicable to this Project:

10.6.4.1 Installation Floater insurance policy to the District in the amount of 100% of the value of all equipment and materials to be utilized on this Project. The District is to be named as loss payee on the policy.

10.6.5 Pollution Liability insurance with limits of not less than:

\$1,000,000 each claim/\$2,000,000 aggregate.

11. BONDING REQUIREMENTS.

Prior to the effective date of this Agreement, the Contractor, at its sole expense, will provide the District with a Payment and Performance Bond in the amount of \$ _____ as security for the performance of all the Contractor's obligations under this Agreement pursuant to the terms and conditions of Section 255.05, Florida Statutes. The bond must be in a form and with sureties that are acceptable to the District and must provide that it will remain in full force and effect during the entire term of this Agreement, plus any guaranty/warranty period. The Contractor agrees to repair, replace or otherwise correct any defects in the work performed or furnished according to the terms and conditions of this Agreement. If the District determines that any part of the Project is defective and requires repair or replacement, the District will notify the Contractor of the defect in writing. If the Contractor refuses or neglects to repair, replace or otherwise satisfactorily correct the defect within the time specified by the District, the District has the option to have the work performed or furnished by others and the cost will be paid by the Contractor or its surety.

Any increase in the amount of this Agreement will require the Contractor to automatically increase the Payment and Performance Bond to equal the revised amount. The Contractor must provide the District with evidence of same prior to commencing the additional work.

12. TERMINATION WITHOUT CAUSE.

Upon 7 days written notice to the Contractor, the District may, without cause and without prejudice to any other right or remedy of Owner, terminate this Agreement. In such case, the Contractor shall be paid for (without duplication of any items): i) completed and acceptable work executed in accordance with this Agreement prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such work; ii) expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by this Agreement in connection with uncompleted work, plus fair and reasonable sums for overhead and profit on such expenses; and iii) other reasonable expenses directly attributable to termination, including costs incurred to prepare a termination for convenience cost proposal. The Contractor shall not be paid on account of loss of anticipated overhead, profits, or revenue, or other economic loss arising out of or resulting from such termination.

13. DEFAULT.

Either party may terminate this Agreement upon the other party's failure to comply with any term or condition of this Agreement, as long as the terminating party is not in default of any term or condition of this Agreement at the time of termination. To effect termination, the terminating party will provide the defaulting party with a written "Notice of Termination" stating its intent to terminate and describing all terms and conditions with which the defaulting party has failed to comply. If the defaulting party has not remedied its default within 30 days after receiving the Notice of Termination, this Agreement will automatically terminate. The parties agree that this Agreement is an executory contract. If, after termination by the District, it is determined that the

Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the District pursuant to Paragraph 12, Termination Without Cause. In addition to the above, the District may terminate this Agreement in accordance with Paragraph 11 of Exhibit "A", Special Project Terms and Conditions.

14. RELEASE OF INFORMATION.

The Contractor agrees not to initiate any oral or written media interviews or issue press releases on or about the Project without providing notices or copies to the District's Project Manager and Public Affairs Bureau Chief no later than 3 business days prior to the interview or press release.

15. ASSIGNMENT.

Except as otherwise provided in this Agreement, the Contractor may not assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of the District. If the Contractor assigns its rights or delegates its obligations under this Agreement without the District's prior written consent, the District is entitled to terminate this Agreement. If the District terminates this Agreement, the termination is effective as of the date of the assignment or delegation. Any termination is without prejudice to the District's claim for damages.

16. LAW COMPLIANCE.

The Contractor will abide by and assist the District in satisfying all applicable federal, state and local laws, rules, regulations and guidelines, related to performance under this Agreement. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, handicap, disability, marital status or national origin.

17. EMPLOYMENT ELIGIBILITY VERIFICATION.

In accordance with section 448.095, Florida Statutes, the Contractor, before entering into a contract with the District, agrees with the following: (i) it will be registered with and use the E-Verify system operated by the U.S. Department of Homeland Security to verify the work authorization status of all newly hired employees, (ii) that during the year prior to making its submission or entering into a contract with the District, no contract of the Contractor was terminated by a public employer in compliance with section 448.095, Florida Statutes, and (iii) it is and shall remain in compliance with Sections 448.09 and 448.095, Florida Statutes, including securing and maintaining subcontractor affidavits as required by section 448.095(2)(b), Florida Statutes. Upon good faith belief that the Contractor or its subcontractors of any tier have knowingly violated Sections 448.09(1) or 448.095(2), Florida Statutes, the District shall terminate (or order the termination of) their contract. The Contractor shall be liable for any additional cost incurred by the District as a result of its termination. The District's receipt of proof that the Contractor and each subcontractor performing through the Contractor are E-Verify system participant is a condition precedent to any District contract. Information on how to obtain proof of participation, register for and use the E-Verify system may be obtained via U.S. Department of Homeland Security website: <http://www.dhs.gov/E-Verify>.

18. VENUE AND APPLICABLE LAW.

All claims, counterclaims, disputes, and other matters in question between the parties to this Agreement, arising out of or relating to this Agreement or the breach of it will be decided in accordance with the laws of the State of Florida and by a court of competent jurisdiction within

the State of Florida and Venue will lie exclusively in the County of Hillsborough. This provision shall survive the termination or expiration of this Agreement.

19. REMEDIES.

Unless specifically waived by the District, the Contractor's failure to timely comply with any obligation in this Agreement will be deemed a breach of this Agreement and the expenses and costs incurred by the District, including attorneys' fees and costs and attorneys' fees and costs on appeal, due to said breach will be borne by the Contractor. Additionally, the District will not be limited by the above but may avail itself of any and all remedies under Florida law for any breach of this Agreement. The District's waiver of any of the Contractor's obligations will not be construed as the District's waiver of any other obligations of the Contractor. This provision shall survive the termination or expiration of this Agreement.

20. ATTORNEY FEES.

Should either party employ an attorney or attorneys to enforce any of the provisions of this Agreement, or to protect its interest in any matter arising under this Agreement, or to recover damages for the breach of this Agreement, the party prevailing is entitled to receive from the other party all reasonable costs, charges and expenses, including attorneys' fees, expert witness fees, fees and costs on appeal, and the cost of paraprofessionals working under the supervision of an attorney, expended or incurred in connection therewith, whether resolved by out-of-court settlement, arbitration, pre-trial settlement, trial or appellate proceedings, to the extent permitted under Section 768.28, Florida Statutes. This provision does not constitute a waiver of the District's sovereign immunity or extend the District's liability beyond the limits established in Section 768.28, Florida Statutes. This provision shall survive the termination or expiration of this Agreement.

21. DRUG-FREE WORKPLACE.

By signing this Agreement, the Contractor warrants it has implemented a drug-free workplace program in accordance with Subsection 440.102(15), Florida Statutes.

22. SUBCONTRACTORS.

Nothing in this Agreement will be construed to create or be implied to create any relationship between the District and any subcontractor of the Contractor.

23. DISADVANTAGED BUSINESS ENTERPRISES.

The District expects the Contractor to make good faith efforts to ensure that disadvantaged business enterprises, which are qualified under either federal or state law, have the maximum practicable opportunity to participate in contracting opportunities under this Agreement.

24. THIRD PARTY BENEFICIARIES.

Nothing in this Agreement will be construed to benefit any person or entity not a party to this Agreement.

The remainder of this page intentionally left blank.

25. PUBLIC ENTITY CRIMES.

Pursuant to Subsections 287.133(2) and (3), F.S., a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime 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 Section 287.017, F.S., for Category Two, for a period of 36 months following the date of being placed on the convicted vendor list. By signing this Agreement, the Contractor warrants that it is not currently on a suspended vendor list and that it has not been placed on a convicted vendor list in the past 36 months. The Contractor further agrees to notify the District if placement on either of these lists occurs.

26. SCRUTINIZED COMPANIES.

Pursuant to Section 287.135, Florida Statutes, a company that, at the time of submitting a bid or proposal for a new contract or renewal of an existing contract, is on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, is ineligible to, and may not bid on, submit a proposal for, or enter into or renew a contract with an agency or local governmental entity for goods or services in any amount. If the goods or services are in the amount of \$1 million dollars or more, the company must also not be on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or be engaged in business operations in Cuba or Syria. By signing this Agreement, the Contractor certifies that it is not on any of the lists or engaged in any of the prohibited activities identified above, as applicable based upon the amount of this Agreement. The Contractor agrees to notify the District if it is placed on any of the applicable lists or engages in any of the prohibited activities during the term of this Agreement. The District may immediately terminate this Agreement at its option if the Contractor is found to have submitted a false certification, is placed on any of the applicable lists or engages in any prohibited activities.

27. ENTIRE AGREEMENT.

This Agreement and the attached exhibits listed below constitute the entire agreement between the parties and, unless otherwise provided herein, may be amended only by a written amendment signed by the Contractor and the District through their respective authorized representatives as stated herein.

The remainder of this page intentionally left blank.

28. DOCUMENTS.

The following documents are attached or incorporated herein by reference, including the numeric Exhibits referenced in the RFB, and comprise the Contract Documents. In the event of a conflict, inconsistency, or ambiguity, priority will first be given to the documents listed in order below.

- Modifications after execution (Change Orders, Field Directives)
- Agreement
- Exhibit "A" - Special Conditions
- General Conditions, Part II of the RFB
- Scope of Work, Part III of the RFB
- Addenda (pre-award)
- Exhibit "B" - Schedule of Values
- Exhibit "C" - Progress Schedule
- Payment and Performance Bond
- Exhibit "D" – Sample Forms
- Notices (Notice to Procure/Notice to Proceed)

The remainder of this page intentionally left blank.

IN WITNESS WHEREOF, the parties hereto, or their lawful representatives, have executed this Agreement on the day and year set forth next to their signatures below.

SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT

By: _____
Amanda Rice, P.E. Date
Assistant Executive Director

By: _____
Date

Name: _____

Title: _____
Authorized Signatory

AGREEMENT
BETWEEN THE
SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT
AND

FOR
DMIT MONITOR WELL SITES
WELL CONSTRUCTION SERVICES
POLK COUNTY, FLORIDA

EXHIBIT "A"

SPECIAL PROJECT TERMS AND CONDITIONS

1. The Contractor, by thorough examination, will satisfy itself as to the nature and location of the work, the conformation of the ground, the character, quality and quantity of the materials to be encountered, the character of the equipment and facilities needed preliminary to and during the prosecution of the work, the general and local conditions, and all other matters which can in any way affect work on the Project.
2. During construction of the Project the Contractor will keep a competent superintendent on the Project site who is authorized to represent the Contractor in the Contractor's absence. The Contractor will maintain an office, off site, staffed by an employee of the Contractor, who has the ability to reach the Contractor in case of emergency during regular District business hours (0800 - 1700, Monday through Friday). Answering services and mechanical telephone answering machines are not an acceptable substitute.
3. Prior to commencing work the District and the Contractor will mutually agree upon the location of parking, material storage, dumpster, restroom and concrete wash out areas. Upon completion, the Contractor will restore all disturbed areas to their original condition.
4. All persons entering the Project area on behalf of the Contractor will adhere to posted speed limits and traffic patterns.
5. Foul/offensive language will not be permitted; harassment of any type will not be permitted; firearms, other than power actuated devices are not permitted at the Project site. This includes bow and arrow.
6. One Notice to Proceed will be issued by the District as follows:
 - 6.1 Notice to Proceed with Construction. This notice pertains to mobilization and construction. Under no circumstances will this notice be issued until all necessary permits are obtained.
 - 6.2 Any costs, direct or indirect, arising out of or resulting from a delay in the Notice to Proceed with Construction, will be the responsibility of the Contractor. Claims by the Contractor for additional compensation related to a delay in a Notice to Proceed will not be considered or accepted by the District. The Contractor's sole remedy is an extension of time to complete the Project to account for any such delay.
7. The Contractor is responsible for all safety aspects of the job and his employees, including all lower tier subcontractors on the job site. The Contractor and all subcontractors must comply with Occupational Safety and Health Administration (OSHA) standards at all times. The Contractor must exercise safe practices at all times for the protection of all persons and property. Walkways and work areas must remain clean and unobstructed at all times.
 - 7.1 The District's Project Manager may, without prior notice, inspect work sites to ensure compliance with the terms and conditions of the Agreement and with safety and health standards and requirements. In the event the Contractor fails to comply with health and safety standards or requirements, the District's Project Manager may issue an order stopping all or any part of the work. Claims by the Contractor for additional compensation related to a stop work order will not be considered or accepted by the District. Any costs,

direct or indirect, arising out of or resulting from the stop work order, will be the responsibility of the Contractor.

7.2 The Contractor must: i) immediately report to the District's Project Manager any work-related illness or injury which requires more than first aid treatment, or any loss or damage to District property, ii) develop and post in the construction area a list of emergency phone numbers, iii) prior to commencement of the work, make provisions for prompt medical attention in case of serious injury; and iv) provide a standard first aid kit in a location readily accessible by all persons.

7.3 All construction employees must be suitably dressed for protection against injury. Hard hats are required and must be used in all construction areas during the course of work activity.

8. The Contractor will at all times protect its work from damage and will protect the District's property against injury or loss arising in connection with this Project. The Contractor will correct any such damage, injury or loss except such as may be directly due to errors caused by the employees of the District. The Contractor will protect and maintain all passageways, guard fences, lights and other facilities for safety protection required by any public authority or local conditions. The Contractor will, at all times, protect public and privately owned property in and around the Project site, structures, utilities, and work of any kind against damage or interruption of service which may result from the operations of the Contractor. Damage or interruption to service resulting from the Contractor's failure to provide such protection will be promptly repaired or restored at the sole expense of the Contractor.

9. Except in an emergency endangering life or property, no extra work or change will be made unless in compliance with a written Change Order issued by the District's Project Manager, and no claim for an addition to the compensation will be valid unless so ordered. Correction of faulty or inadequate design by the Contractor is not grounds for initiation of a Change Order and the Contractor agrees to remedy such flaws at its own expense.

The District may order extra work or request changes by altering, adding to, or deducting from the original Scope of Work or Final Plans via written Change Order agreed to by both parties. The compensation shall be adjusted accordingly. When requested by the District's Project Manager, the Contractor will submit a cost and performance proposal for changes in the work within 15 workdays after receipt of the request. The proposal will include an itemized breakdown for labor, materials, equipment and the time considerations for completing the change. All such work will be executed under the conditions of the original Agreement except that any claim for an extension of time caused thereby will be adjusted at the time of ordering such change. In giving instructions, the District's Project Manager will have authority to make minor changes in the work, not involving extra time or cost, and not inconsistent with the purpose of the work.

10. If the Contractor is delayed at any time, in the progress of the work by an act of neglect of the District, its employees, agents or consultants, or by changes ordered by the District or by strikes, lockouts, fire, unavoidable casualties or any other causes beyond the Contractor's control, then the time of completion will be extended for such reasonable time as the District's Project Manager may decide. This is the Contractor's sole remedy for the delays set forth in this paragraph.

11. If the Contractor should be adjudged bankrupt, or if the Contractor should make a general assignment for the benefit of the Contractor's creditors or declare insolvency, or if the Contractor should persistently or repeatedly refuse or should fail, except in cases in which extension of time is provided, to supply enough properly skilled labor or proper material, or if the Contractor should fail to make prompt payment to subcontractors or for material or labor, or disregard laws,

ordinances or the instructions of the District's Project Manager, or otherwise be guilty of a substantial violation of any provision of this Agreement, then the District, upon certification by the District's Project Manager that sufficient cause exists to justify such action, may without prejudice to any other right or remedy, and after giving the Contractor seven (7) days written notice, terminate the employment of the Contractor, take possession of the premises and of all materials, tools and appliances thereon and finish the work by whatever method it may deem expedient. In such case, the Contractor will not be entitled to receive any further payment until the work is completed pursuant to the terms and conditions of the Agreement. If the unpaid balance of the contract price exceeds the expense of completing the work, including compensation for additional material and administrative services, such excess will be paid to the Contractor. If such expense exceeds such unpaid balance, the Contractor will pay the difference to the District. The District's Project Manager will certify the damage and expenses incurred by the District as a result of the Contractor's default.

12. If the work should be stopped under an order of any court, or other public authority for a period of three (3) months, through no act or fault of the Contractor or of anyone under the Contractor's control, then the Contractor may, upon giving seven (7) days written notice to the District, stop work and recover from the District payment for all work completed to date in accordance with this Agreement. The District will have the option of suspending or terminating the Agreement.
13. In the case of termination of the Agreement before Project completion, for any cause whatever, the Contractor, if notified to do so by the District will promptly remove any part or all of his equipment and supplies from the Project site. If the Contractor fails to do so, the DISTRICT will have the right to remove such equipment and supplies at the expense of the Contractor.
14. The District will 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. However, such possession and use will not be deemed an acceptance of any work not completed in accordance with this Agreement. If such prior use increases the cost or delays the work, the Contractor may be entitled to such extra compensation, or extension of time, or both, as determined by the sole discretion of the District's Project Manager.
15. The Contractor is as fully responsible to the District for the acts and omissions of the subcontractors, and of persons either directly or indirectly employed by the subcontractors, as the Contractor is for the acts and omissions, or persons directly employed by the Contractor. Prior to commencing work, the Contractor will provide the District with a photocopy of all required licenses and photocopies of licenses for all of its subcontractors. Nothing contained in this Agreement will be construed to create any contractual relation between any subcontractors and the District.
16. In accordance with section 218.735(7), Florida Statutes (Local Government Prompt Payment Act), the Contractor and the District will develop a single list of items required to render the services purchased by the District under this Agreement, complete, satisfactory, and acceptable to the District within 30 calendar days after reaching each Milestone and Substantial Completion, as applicable, according to the following process. If the Total Agreement Amount is \$10 million or more, the parties may extend the time, in writing, to up to 45 calendar days after reaching Substantial Completion.
 - a) The Contractor will contact the District's Project Manager to schedule a joint inspection of the Project to occur within two business days after the Contractor considers the entire Work ready for its intended use, to determine the status of completion. The Contractor shall at the same time submit to the District's Project Manager and Engineer an initial draft of punch list items to be completed or corrected before final payment. If the District does not consider the Work substantially complete, the Contractor will be notified in writing giving the reasons therefor. .

- b) If the District considers the Work substantially complete, the District's Project Manager or Engineer will develop a list of proposed punch list items to be completed by the Contractor within two business days after the inspection. Within five business days from receipt of the proposed list, the Contractor will provide the District's Project Manager and Engineer with the estimated cost to complete each item, including sufficient back-up documentation to support the reasonableness of the estimated costs, and the completion date for each item.
 - a. If the District determines the estimated costs appear reasonable, the District will deliver the final list of items to be completed and the estimated costs to the Contractor within five business days of receipt of the estimated costs and supporting documentation.
 - b. If the District determines the estimated cost for one or more items do not appear reasonable, the District will advise the Contractor of the disputed cost estimate(s) and the District and the Contractor will work together in good faith to reach resolution within five business days from the District's response. Failure to reach resolution shall be resolved in accordance with the dispute resolution procedure provision in this Agreement.
 - c) Within 20 business days after the District's delivery of the list to the Contractor, the District shall pay the remaining contract balance of work satisfactorily completed that includes all retainage previously withheld by the District less an amount equal to 150% of the estimated costs deemed reasonable by the District to complete the items on the list.
 - d) Upon completion of all items on the list, the Contractor may submit a payment request for the amount withheld by the District. If a good faith dispute exists as to whether one or more items identified on the list have been completed pursuant to the Agreement, the District may continue to withhold up to 150% of the total costs to complete such items.
 - e) All items that require correction under the Agreement which are identified after the preparation and delivery of the list remain the obligation of the Contractor as defined by the Agreement. The failure to include any corrective work or pending items not yet completed on the list does not alter the responsibility of the Contractor to complete all the services purchased pursuant to this Agreement.
17. The District's Project Manager will recommend final acceptance of the work performed pursuant to the Project when it is completed and finished in all respects in accordance with the Agreement, including all its attachments. Final inspection will not be made until the Project work is ready for beneficial use or occupancy. The Contractor will notify the District's Project Manager in writing five business days prior to the date on which the work will be ready for final inspection. Should it develop that the work installed does not justify such inspection at that time, or that the character of materials or workmanship is such that reinspection is found necessary, the cost of such reinspection including the salary, traveling expense and other expenses of the inspector(s) will be borne by the Contractor and will be deducted from any money due the Contractor.

The remainder of this page intentionally left blank.

AGREEMENT NO.: _____

EXHIBIT "B"
PROGRESS SCHEDULE

Insert negotiated Progress Schedule, as appropriate, here.

The remainder of this page intentionally left blank.

AGREEMENT NO.: _____

EXHIBIT "C"
SCHEDULE OF VALUES

Insert negotiated Schedule of Values, as appropriate, here.

The remainder of this page intentionally left blank.

EXHIBIT "D"

SAMPLE FORMS

**AFFIDAVIT
FOR
FINAL PAYMENT**

Project: DMIT Monitor Well Sites - Well Construction Services, Polk County, Florida

To: Southwest Florida Water Management District

Agreement No.:

Contractor: _____

State of _____

County of _____

Before me, the undersigned Authority, authorized to administer oaths and take acknowledgment, personally appeared _____, who, after being first duly sworn, upon oath deposes and says that all, laborers, material men, material suppliers, subcontractors and lienors contracting directly or indirectly with or directly employed by (him, them, it) have been paid in accordance with the provisions of the Local Government Prompt Payment Act and that all taxes imposed by Chapter 212 Florida Statutes (Sales and Use Tax Act), as amended, have been paid and discharged, and that all bills, wages, fees, claims and other charges incurred by

_____ in connection with the construction of _____

have been paid in full or is recited as unpaid herein.

WITNESSES:

Signed _____
By _____

SWORN AND SUBSCRIBED TO BEFORE ME, BY MEANS OF PHYSICAL PRESENCE OR ONLINE NOTARIZATION, THIS ____ day of _____, _____.

Notary Public, State of Florida at Large

My Commission Expires: _____

FINAL RELEASE OF LIEN

Project: DMIT Monitor Well Sites - Well Construction Services, Polk County, Florida

To: Southwest Florida Water Management District

Agreement No.:

Contractor: _____

KNOWN TO ALL MEN BY THE PRESENTS, that _____

for and in consideration of the sum of _____ \$ _____)

by the Southwest Florida Water Management District, Brooksville, State of Florida, receipt of which is hereby acknowledged, except the sum of _____ representing the

total unpaid balance under the Contract, do hereby release and quitclaim to said District, and the

Owner, its successors or assigned, all liens, lien right, claims or demands of any kind whatsoever which

_____ now has or might have against the property, building,

and improvements, on account of labor performed, material furnished, or for any incidental expense for

the construction of _____.

Thereon or in otherwise improving said property situation as above described.

IN WITNESS WHEREOF, I, _____ have hereunto set my

hand and seal, this _____ day of _____, 202__.

WITNESS:

OFFICER:

_____ (SEAL)

SWORN AND SUBSCRIBED TO BEFORE ME, BY MEANS OF PHYSICAL PRESENCE OR

ONLINE NOTARIZATION, THIS _____ day of _____, _____.

Notary Public, State of Florida at Large

My Commission Expires: _____

**CONSENT OF SURETY COMPANY
TO FINAL PAYMENT**

Project: DMIT Monitor Well Sites - Well Construction Services, Polk County, Florida

To: Southwest Florida Water Management District

Agreement No.:

Contractor: _____

_____ SURETY COMPANY, on bond of

(here insert name and address of the Contractor)

CONTRACTOR, hereby approves the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve the Surety Company of any of its obligations to

(here insert name and address of Owner)

OWNER, as set forth in the said Surety Company's bond.

IN WITNESS WHEREOF,

_____ the Surety

Company has hereunto set its hand this _____ day of _____, 202__.

Surety Company

Attest: _____

Signature of Authorized Representative

Seal:

Title

**Field Directive/Administrative Approval No.
Southwest Florida Water Management District**

Project: DMIT Monitor Well Sites - Well Construction Services, Polk County, Florida

Contractor:

Project Engineer:

Date:

The reason for this Field Directive/Administrative Approval is:

Contractor is directed to proceed promptly with the following change(s):

<u>Item No.</u>	<u>Description</u>
-----------------	--------------------

Attachments (list documents related to the change):

Purpose of this Field Directive:

- Minor changes in the work that do not extend the Substantial or Final Completion dates, do not increase cost, and are not inconsistent with the purpose of the work.

Purpose of the Administrative Approval (check all that apply):

- Extend a Project task deadline, provided it does not result in any extension in the Substantial Completion, Final Completion, or additional cost.
- Authorization of expenditure of specific purpose allowances identified in the bid form.
- Change in a subcontractor or Project team member as required by Subparagraphs 3.1 and 3.2 of the Agreement.

RECOMMENDED BY	ACCEPTED/DIRECTED BY
<p>DISTRICT PROJECT MANAGER</p> <p>By: _____ Print Name: Click or tap here to enter text.</p>	<p>SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT</p> <p>By: _____ Print Name: Click or tap here to enter text.</p>

**Change Order No. ____
Southwest Florida Water Management District**

Project: DMIT Monitor Well Sites - Well Construction Services, Polk County, Florida

Contractor:

Project Engineer:

Date:

Contractor is authorized, upon issuance by the District Project Manager of a notice to proceed with change order, to make those change(s) more particularly described on the attached and incorporated **Schedule of Change Detail**, which ancillary work, if any, will be paid from contingency funds subject to Agreement No. , if and as amended, (Agreement).

All Agreement terms apply unless specifically stated otherwise herein. This Change Order (CO) is the sole and maximum compensation and extension of the time to which the Contractor may be entitled for this change. In consideration of the adjustments made by this CO, the Contractor waives and releases all claims, demands, and causes of action against the District, its officers, officials, and employees arising out of the transactions, events, and occurrences giving rise to this CO. No backup documentation attached to this CO may reserve the Contractor's right to increase its time or costs for extended overhead, general conditions, or any other reason. This CO may be executed in two or more counterparts, and all such signed counterparts will constitute one agreement. The Contractor's authorized representative must sign electronically per Florida's Electronic Signature Act (Ch. 688, Florida Statutes) or manually, which manual signatures may be transmitted electronically (email, PDF, etc.).

This CO is the entire agreement between the District and the Contractor with respect to this CO.

This fully executed CO constitutes a Notice to Proceed with the work contained in this CO.

APPROVED & RECOMMENDED BY	ACCEPTED BY
<p>ENGINEER</p> <p>By: _____ Date</p> <p>Print Name: _____</p> <p>DISTRICT PROJECT MANAGER</p> <p>By: _____ NAME Date</p>	<p>[CONTRACTOR]</p> <p>By: _____ Date</p> <p>Print Name: _____</p> <p>SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT</p> <p>By: _____ Select or type District signatory name. Date</p>

Summary of Project Change Orders

	Cost	Substantial Completion Date	Final Completion Date
Original Total Agreement Amount, including Contingency of \$0.00	\$ -		
Changes to Agreement Base Amount under Amendments	\$ -		
Changes to Agreement Contingency Amount under Amendments	\$ -		
New Agreement Amount, including Contingency of \$0.00	\$ -		
Original Agreement Base Amount	\$ -	--	--
Net Contingency Authorized Under Previously Authorized Change Orders	\$ -		
Agreement Base Amount Prior to this Change Order	\$ -		
Total Authorized from Contingency via this Change Order	\$ -	--	--
New Agreement Base Amount	\$ -	--	--
Agreement Contingency Amount	\$ -		
Total Authorized from Contingency via Prior Change Orders	\$ -		
Contingency Balance Prior to this Change Order	\$ -		
Total Authorized from Contingency via this Change Order	\$ -		
Remaining Contingency Balance	\$ -		

Schedule of Change Detail

*Attached and Incorporated into Change Order Number _____
Between the Southwest Florida Water Management District and
(Contractor)*

Regarding Agreement No. _____

CHANGE DETAIL – PRICE

- Attach specifications, drawings, and quotes as appropriate.
- Amount includes all equipment, tools, materials, labor, and other things necessary express or implied to fully complete an item.

<u>Item</u>	<u>Description</u>	<u>Amount</u>	<u>Type*</u>
1			
2			
3			

* Indicate if amount is lump sum/fixed price (LS), not to exceed (NTE), per unit, etc.

CHANGE DETAIL – SCHEDULE

- Choose between the following:
See attached revised Project Schedule.
No change to Project Schedule.

[END OF SCHEDULE]

AFFIDAVIT

**Statement Under Section 787.06(13), Florida Statutes
No Use of Coercion for Labor or Services**

Pursuant to section 787.06(13), Florida Statutes, this form must be completed by an officer or representative of the nongovernmental entity executing, renewing, or extending a contract with a governmental entity.

The entity identified below does not use coercion for labor or services as defined in section 787.06, Florida Statutes.

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

Entity Name: _____

Authorized Representative/Officer's Printed Name: _____

Authorized Representative/Officer's Title: _____

Signature: _____

Date: _____