

**NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT
INVITATION TO BID NO. 19B-009**

**MONITOR WELL CONSTRUCTION WITHIN THE SHOAL RIVER
WATERSHED OF OKALOOSA AND WALTON COUNTIES, FLORIDA**

The Northwest Florida Water Management District (District) is soliciting sealed bids from qualified, licensed water well contractors for the drilling, logging and subsequent construction of surficial aquifer monitor wells in northern Okaloosa and Walton counties. It is anticipated that up to twelve (12) monitor wells will be installed at up to six different sites. Drilling equipment capable of completing 4-inch diameter, screened wells to a minimum depth of 200 feet in unconsolidated formations, is required. Work is scheduled to begin as early as October 2019 and is anticipated to take approximately three months to complete.

The deadline for submission of bids is 2:00 P.M. Eastern Daylight Time (EDT), Tuesday, September 10, 2019. The opening of bids is open to the public and will be at District headquarters (U.S. Highway 90, 10 miles west of Tallahassee, FL). Provisions will be made to accommodate the handicapped (if requested) provided the District is given at least 72 hours advance notice. All bids must conform to the instructions in the Invitation to Bid (ITB) and comply with applicable Florida Statutes. Interested parties may obtain a copy of the complete ITB package from the District's website (<http://www.nfwwater.com>) or on the State of Florida's Vendor Bid System website at http://www.myflorida.com/apps/vbs/vbs_main_menu. A copy of the complete ITB package can also be obtained at the above address or by calling (850) 539-5999.

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PART 1
GENERAL INFORMATION

1.1 DEFINITIONS

For the purpose of this bid, “respondent or bidder” means contractor, vendors, consultants, organizations, firms, or other persons submitting a response to this Invitation to Bid.

Additional definitions are provided in the **Technical Specifications** included as Attachment A.

1.2 PURPOSE

The Northwest Florida Water Management District, 81 Water Management Drive, Havana, Florida 32333, (hereinafter referred to as the “District”) is issuing this Invitation to Bid (ITB) for the project titled **“MONITOR WELL CONSTRUCTION WITHIN THE SHOAL RIVER WATERSHED OF OKALOOSA AND WALTON COUNTIES, FLORIDA.”**

1.3 ISSUING OFFICE, DATE AND LOCATION OF OPENING

Northwest Florida Water Management District (Headquarters)
Attn: Agency Clerk
81 Water Management Drive
Havana, Florida 32333-4712

**THE DISTRICT MUST RECEIVE ALL BIDS BY
2:00 P.M. EDT, Tuesday, September 10, 2019, THE DAY OF THE PUBLIC OPENING.**

1.4 INVITATION TO BID

The District solicits bids for services of a responsive Florida Licensed Water Well Contractor to provide well drilling, logging, and construction services. The contractor shall furnish all materials, labor and equipment, tools, incidentals, transportation, and all services necessary for the completion of these tasks.

1.5 AWARDING OF BID

The District anticipates entering into a contract with the bidder who submits a qualified responsive bid judged by the District to be the lowest cost for the specified services. The District reserves the right to award the bid to the next lowest responsive bidder in the event the successful respondent fails to enter into the Agreement, or the Agreement with said respondent is terminated within 90 days of the effective date.

The respondent understands that this bid does not constitute an agreement or a contract with the District. An official contract or agreement is not binding until the bids are reviewed and accepted by appointed staff, approved by the appropriate level of authority within the District, and the contract or agreement is executed by both parties.

The District reserves the right to reject any and all bids, to negotiate with the qualified contractor submitting the lowest responsive bid, to waive any irregularities of a minor nature, and to solicit and re-advertise for other bids. Mistakes clearly evident on the face of the bid documents, such as computation errors, may be corrected by the District. Per section 255.0991, F.S., the District has no regulation that provides contractor preference as described in that statute.

All bids may be subject to the approval of the Northwest Florida Water Management District Governing Board at a duly noticed Board meeting.

Notice of a bid award shall be posted to the District's website and the State of Florida's Vendor Bid System website.

1.6 DEVELOPMENT COSTS

The District shall not be responsible or liable for any expenses incurred in connection with the preparation of a response to this bid. Respondents should prepare the bid simply and economically, to provide a straightforward and concise description of the respondent's ability to meet the requirements of the bid.

1.7 CONFLICT OF INTEREST

The award hereunder is subject to Chapter 112, Florida Statutes. All respondents shall disclose with their bid the name of any officer, director, board member, or agent who is also an employee of the State of Florida, or any of its agencies. Further, all respondents shall disclose the name of any state employee or any board member or employee of the District who owns directly or indirectly an interest of five percent (5%) or more in the respondent's firm, subsidiaries or branches.

1.8 DISTRICT FORMS AND RULES

When included, all forms supplied by the Northwest Florida Water Management District shall be submitted with the bids. All bids must comply with applicable Florida Statutes, laws, and rules.

1.9 MANDATORY PRE-RESPONSE MEETING

There will not be a mandatory pre-response meeting for this solicitation.

1.10 ORAL PRESENTATIONS

There will not be oral presentations for this solicitation.

1.11 INQUIRIES

All questions regarding this ITB shall be provided in writing and emailed to the Procurement Officer, Elaine McKinnon: Elaine.McKinnon@nwfwater.com, **no later than 2:00 P.M. Eastern Daylight Time (EDT) on Friday, August 23, 2019**. Inquiries shall reference the date of the ITB opening and ITB title and number.

The District will post addenda and answers to substantive questions on its website and on the State of Florida's Vendor Bid System website at least ten (10) calendar days before the bid

opening date (see *Section 1.15 Addenda*). Firms are responsible to check the District’s website or State of Florida’s Vendor Bid System website for addenda.

1.12 TIMETABLE

The District and respondents shall adhere to the following schedule in all actions concerning this bid.

- A.** On **Monday, August 5, 2019**, the District issues the Invitation to Bid.
- B.** From **Monday, August 5, 2019** until **2:00 P.M. EDT on Friday, August 23, 2019**, the District will receive written inquiries on the ITB (received by email or fax).
- C.** If substantive questions are received, District issues an Addendum at least ten (10) calendar days prior to bid opening.
- D.** The District must receive the bids by the bid opening time of **2:00 P.M. EDT on Tuesday, September 10, 2019**.
- E.** From opening time, the District will review and evaluate the bids on a timely basis.
- F.** The District may enter into a contract with the qualified contractor submitting the lowest responsive bid after conducting negotiations and obtaining appropriate approvals.

1.13 DELAYS

The District may delay scheduled due dates if it is to the advantage of the District to do so. The District will notify respondents of all changes in scheduled due dates by posting the information to the District’s website and State of Florida’s Vendor Bid System website.

1.14 SUBMISSION AND WITHDRAWAL

The respondent must submit the bid in person, by mail, or courier such as UPS to this address:

Northwest Florida Water Management District
Attn: Agency Clerk
81 Water Management Drive
Havana, FL 32333-4712

Please be advised that mail delivery to the District is not always by 2:00 P.M. EDT.

Respondents shall submit **two (2) copies** of the bid in a sealed, opaque envelope or box. **The face of the envelope or box shall state in capital letters:**

“SEALED BID ITB 19B-009, MONITOR WELL CONSTRUCTION WITHIN THE SHOAL RIVER WATERSHED OF OKALOOSA AND WALTON COUNTIES, FLORIDA, TO BE OPENED TUESDAY, SEPTEMBER 10, 2019, 2:00 P.M. (EASTERN DAYLIGHT TIME) AT THE HEADQUARTERS OF THE NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT”

The sealed envelope or box shall also include the respondent's name and business address. **Bids received by the bid submission deadline but not properly delivered, sealed, and labeled shall not be considered.** Receipt of a bid by any District office or personnel other than the District receptionist or the Agency Clerk, at the headquarters office located at 81 Water Management Drive, does not constitute "delivery" as required by this ITB.

Respondents who utilize courier service packing and shipping materials shall place the bids in a **sealed and labeled** opaque envelope or box as described above inside the courier-supplied shipping materials. Courier service delivery shall use the same address listed previously in this section.

It is the respondent's responsibility to ensure that his/her bid submission is delivered at the proper time and place of the opening. **Bids that are for any reason received after the established deadline will not be considered.** Submittal of bids other than in person, by mail, or courier such as UPS etc. shall not be accepted. Telephone confirmation of timely receipt of the bid may be made by calling (850) 539-5999 and asking for the Agency Clerk before the bid opening time.

A respondent may withdraw a bid by notifying the District in writing at any time prior to the opening. Respondents may withdraw bids in person or through an authorized representative. Respondents and authorized representatives must disclose their identity and provide a signed receipt for the bid. Bids, once opened, become the property of the District and will not be returned to the respondents.

All bids must be made on the required **Bid Sheet and Bidder Acknowledgment** (see PART 5 of this ITB). All blank spaces for bid prices must be filled in, in ink or typewritten, and the form must be fully completed and executed when submitted.

Respondents must satisfy themselves of the accuracy of their response in the **Bid Sheet and Bidder Acknowledgment** by examination of the criteria and specifications including addenda. After bids have been submitted, respondents shall not assert that there was a misunderstanding concerning the number or type of parameters nor the accuracy required of each parameter.

Bids received by the District in response to this ITB will become a public record (unless an exemption to Florida's Public Records Law applies) when the District provides notice of its intended decision or 30 days after opening the bids, whichever is earlier. If the District rejects all bids and concurrently provides notice of its intent to reissue the ITB, the rejected bids remain exempt from Florida's Public Records Law until such time as the District provides notice of an intended decision concerning the reissued ITB or until it withdraws the reissued ITB. A bid is not exempt for longer than 12 months after the initial notice rejecting all bids.

Bids will be made available for inspection at the time the District posts notice of its decision or intended decision concerning contract awards or 30 days after the bid opening, whichever is earlier.

1.15 ADDENDA

If addenda become necessary, the District will provide written addenda and post addenda on the District's website and on the State of Florida's Vendor Bid System website at least ten (10) calendar days before the bid opening date. Prospective bidders are responsible for determining whether addenda have been issued and are advised to check the websites or with the District's Procurement Officer prior to submitting their bid.

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

1.16 EQUAL OPPORTUNITY

The District recognizes fair and open competition as a basic tenet of public procurement. Respondents doing business with the District are prohibited from discriminating on the basis of race, color, creed, national origin, handicap, age, sex, or disability. It is the policy of the District to ensure that qualified respondents wishing to participate in the procurement process have the maximum opportunity to compete and perform on District contracts and purchases.

The District encourages participation by minority-, veteran-, and women-owned Certified Business Enterprises and requests that firms submit evidence of such designation with their bids. For further information on designation as a certified business enterprise, visit www.dms.myflorida.com/agency_administration/office_of_supplier_diversity_osd/get_certified.

1.17 CONVICTED VENDORS

Pursuant to s. 287.133(2)(a), 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 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, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

1.18 DISCRIMINATORY VENDOR LIST

Pursuant to s. 287.134(2)(a), F.S., an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide 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 award or perform work as a contractor, supplier, subcontractor or consultant under contract with any public entity, and may not transact business with any public entity.

1.19 SCRUTINIZED COMPANIES, BOYCOTTING

Pursuant to s. 287.135, F.S., a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with the District for goods or services of:

- (1) Any amount if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725, F.S., or is engaged in a boycott of Israel; or
- (2) One million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company:
 - a. Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473; or
 - b. Is engaged in business operations in Cuba or Syria.

By submitting a response, the respondent certifies that it is not currently on the aforementioned lists or engaged in such business operations and agrees to notify the District if placement on one of these lists occurs or the contractor engages in such business operations. If the respondent submits a false certification, the District may terminate the Agreement and bring a civil action against the respondent, as provided for in s. 287.135, F.S.

1.20 INSPECTOR GENERAL COOPERATION

Prospective contractor or vendor understands and shall comply with section 20.055(5), Florida Statutes, which states: “It is the duty of every state officer, employee, agency, special district, board, commission, contractor, and subcontractor to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to this section.”

1.21 COMPLIANCE WITH HEALTH AND SAFETY REGULATIONS

The bidder shall comply with all applicable federal, state and local rules and regulations in providing services to the District. This requirement includes compliance with all applicable federal, state, and local health and safety rules and regulations.

1.22 INSURANCE

The respondent, if awarded a contract, shall maintain insurance coverage. In the event a contract is awarded to a governmental entity or a self-insured organization, different insurance requirements may apply. Misrepresentation of any material fact, whether intentional or not, regarding the bidder’s insurance coverage, policies, or capabilities may be grounds for rejection of the bid and rescission of any ensuing contract. The Contractor shall obtain all coverage as required by Florida law, including Workers Compensation and applicable professional liability insurance. Additionally, the Contractor shall be insured as follows: General Liability, with limits not less than \$1,000,000 per occurrence; \$1,000,000 per occurrence for personal injury; and \$1,000,000 for property damage; Automobile Liability, with combined single limit of not less than \$1,000,000; Workers Compensation and Employers Liability, with limits not less than: Bodily Injury by Accident \$1,000,000 each accident; Bodily Injury by Disease \$1,000,000 policy limit; and Bodily Injury by Disease \$1,000,000 each employee.

Evidence of all such insurance satisfactory to the District shall be furnished with the executed Agreement prior to beginning work, and all such insurance policies shall provide for a ten (10) business day notice to the District of cancellation or any material change in the terms of the insurance policies.

1.23 PROHIBITED CONTACT

Respondents to this solicitation or persons acting on their behalf shall not contact, between the release of the solicitation and the end of the 72-hour period following the agency posting the notice of intended award, excluding Saturdays, Sundays, and state holidays, any employee or officer of the executive or legislative branch concerning any aspect of this solicitation, except in writing to the Procurement Officer or as provided in the solicitation documents. Violation of this provision may be grounds for rejecting a response.

1.24 SPECIFICATIONS PROTEST

If a potential respondent protests any provisions of this ITB, a notice of intent to protest shall be filed with the District in writing within 72 hours after the posting of the Invitation to Bid on the District's website. **Failure to file a protest within the time prescribed in s. 120.57(3), F.S., or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under chapter 120, F.S.**

1.25 AWARD PROTEST

If a respondent intends to protest the District's notice of intended agency action or final agency action, the respondent's notice of intent to protest must be filed with the District in writing within 72 hours after posting of the District's notice. The respondent shall file a formal written protest within ten (10) days after filing of notice of intent to protest. Any respondent who files a formal written protest pursuant to Chapter 28-110, Florida Administrative Code, and Section 120.57(3), Florida Statutes shall post with the District at the time of filing the formal written protest, a bond pursuant to Section 287.042(2) (c), Florida Statutes.

Failure to file a notice of intent to protest or failure to file a formal written protest within the time prescribed in Chapter 28-110, Florida Administrative Code and Section 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, Florida Statutes. More specifically, **failure to file a protest within the time prescribed in s. 120.57(3), F.S., or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under chapter 120, F.S.**

1.26 PUBLICITY

The respondent shall obtain prior approval of the District for all news releases or other publicity pertaining to this bid or the service or any project to which it relates.

1.27 WAIVER OF MINOR IRREGULARITIES

The District may waive minor irregularities in bids received where such is merely a matter of form and not substance. Minor irregularities are defined as any deviation from a mandatory requirement of the ITB that, if waived, will not have an adverse effect on the District's interest

and will not give a respondent an advantage or benefit not enjoyed by the other respondents. The District is not required to waive a minor irregularity and has the sole discretion to determine whether a minor irregularity should be waived.

PART 2
SCOPE OF SERVICES

The Scope of Services and Technical Specifications are provided in Attachment A.

PART 3
BID REQUIREMENTS

3.1 RULES FOR THE BIDS

- A. All bids must comply with applicable Florida Statutes, laws, and rules.
- B. **Two copies** of the bid must be submitted in a properly marked envelope or box in person, by mail, or courier such as UPS. See PART 1, *Section 1.14 Submission and Withdrawal* of this ITB for further details.
- C. All bidders shall furnish evidence of its qualifications by completing, signing, and submitting the **Contractor Information Form** (see *Section 3.2* and PART 6).
- D. All bids shall be completed and submitted on the attached **Bid Sheet and Bidder Acknowledgment** (PART 5) and must be accompanied by a **Bid Bond** (See *Section 3.3*).
- E. The District is not subject to Florida sales tax or to any federal excise taxes on all sales made **directly** to the District, and neither shall be included in the bid price.
- F. Any transportation or other charges incurred in the delivery of products or services as specified must be included in the bid price.
- G. All costs whether direct or indirect which will be ultimately paid by the District must be included in the bid price. Any indirect, overhead, profit margin or other such costs, however named, must also be included in the bid price.
- H. The award hereunder is subject to Chapter 112, Florida Statutes. All bidders shall disclose with their bids the name of any officer, director, board member, or agent who is also an employee of the State of Florida, or any of its agencies. Further, all bidders shall disclose the name of any state employee or any board member or employee of the District who owns directly or indirectly an interest of five percent (5%) or more in the bidder's firm, subsidiaries or branches.

3.2 CONTRACTOR QUALIFICATIONS

Respondents to this ITB are required to meet the following qualification and experience criteria:

- A. Must hold an active Florida Water Well Contractor license;
- B. Must have no less than five (5) years of experience constructing wells and performing the services described in the **Technical Specifications**;
- C. Must have constructed a minimum of five (5) screened monitor wells penetrating the sand-and-gravel aquifer or surficial aquifer within the last five (5) years. Two (2) of the screened wells must have a total depth that exceeds 200 feet, and all of the wells must have casing fully grouted using neat Portland cement;

- D. Must have sufficient qualified personnel and equipment necessary to complete all work proposed in the **Technical Specifications** in support of well drilling, logging and construction;
- E. **Must not have either** 12 or more points issued against his/her Florida Water Well Contractor License within the last three (3) years, **or** any order(s) against his/her water well license issued under the authority of Part III, Chapter 373, Florida Statutes, with which the licensed well contractor has not complied;
- F. **Must not have** known or potential conflicts-of-interest in performing tasks as requested in the **Technical Specifications**; and
- G. **Must not have** pertinent litigation filed against the Contractor in the states of Florida, Alabama, or Georgia as related to water well construction activities within the last three (3) years.
- H. Any subcontractors used by the Contractor to complete proposed work in this ITB must be identified and must meet the pertinent criteria listed above to perform the task for which they are hired (e.g. if drilling then must hold Florida Water Well Contractor License and complete five screened wells meeting the requirements in 1.7.C, above, etc.).

Contractors must complete, sign, and submit with their bid the **Contractor Information Form** (see PART 6) to support and document the qualification and experience criteria listed above.

3.3 BID BOND AND PERFORMANCE BOND

In addition to the bid, bidders must submit a bid bond in the form of a company check, cashier's check, money order or surety bond in the amount equal to five percent (5%) of the total bid amount. The bid bond will be returned upon completion of the bid opening or after the award of contract by the District to the successful bidder. After award of the contract, the successful bidder must then provide a performance bond.

A performance bond in the amount of one-hundred percent (100%) of the contract price, with a corporate surety approved by the District, will be required for the faithful performance of the contract. A certified Cashier's Check made payable to: "NFWMD" may be provided to the District, in lieu of a performance bond.

Attorneys-in-fact who sign bid bonds and performance bonds must file with each bond a certified and effective dated copy of their power of attorney.

The successful bidder will be required to execute the contract and obtain the performance bond within ten (10) calendar days once the awarded contractor is notified by the District Project Manager. In case of failure of the bidder to execute the Agreement, the District may at its option consider the bidder in default, in which case the bid bond accompanying the bid proposal shall become the property of the District.

The successful bidder shall supply the names and addresses of major material suppliers and sub-vendors when requested to do so by the District.

3.4 VENDOR REGISTRATION AND W-9 FORMS

The successful bidder will be required to complete a Vendor Registration Form and W-9 Form once the awarded contractor is notified by the District project manager.

3.5 VENDOR CHECKLIST

Please review the checklist for this bid (ITB No. 19B-009) to ensure that you have properly followed the instructions. Many bids and proposals are rejected because the respondent simply failed to comply with required preparation and submission requirements.

- Have you performed a final review of your bid to ensure you included all required documentation? **The omission of required items shall result in rejection of the bid.**
- Have you completed, signed, and included the **Contractor Information Form**?
- Have you completed, signed, and included the **Bid Sheet and Bidder Acknowledgment**? Have you verified all amounts to ensure that they are complete and accurate?
- If a conflict of interest exists as described in PART 1, *Section 1.7 Conflict of Interest*, have you included a statement of disclosure?
- Have you included a **Bid Bond** of five percent (5%) as described in PART 3, *Section 3.3 Bid Bond and Performance Bond*?
- Have you selected the method of shipping (in person, by mail, or courier such as UPS) that will ensure that your response will arrive before the deadline?
- Is your envelope properly marked and are there two copies of the bid included? See PART 1, *Section 1.14 Submission and Withdrawal* of this ITB for further details. All incoming correspondence is opened when received unless properly marked for a specified opening date and time. If your bid is opened prior to the designated date and time, it cannot be considered.

PART 4

EVALUATION OF BIDS

The contract will be awarded in the best interest of the District, based on the lowest estimated total cost to the District, from those bids submitted by contractors considered qualified by the District and able to perform the work in the time allowed as described in this ITB. The District anticipates awarding the contract to the bidder that meets the following criteria:

- A. Contractor must meet the qualification and experience criteria as described in PART 3, *Section 3.2 Contractor Qualifications*,
- B. Contractor submits a qualified responsive bid judged by the District to be the lowest cost for the specified services.
- C. If two or more bids are tied, the tie will be broken by the respondent earning the most points from the following, each being assigned one point for a total of up to three points: (1) to the respondent that certifies compliance with s. 287.057(11), F.S., as a certified minority business enterprise; (2) to the respondent that certifies compliance with s. 295.187(4), F.S., as a certified veteran's business enterprise; (3) to the respondent that certifies compliance with s. 287.087, F.S., having implemented a Drug-Free Workplace program. If there is still a tie, the tie will be broken by lot (for example, coin toss).

PART 5

BID SHEET AND BIDDER ACKNOWLEDGMENT

All prices shall be provided below. This form will be utilized for award of the bid. The District reserves the right to increase or decrease items or quantities in accordance with District needs and budgetary constraints. **ALL UNIT PRICES WILL REMAIN FIXED DURING THE CONTRACT PERIOD.**

Item #	Item	Unit	Unit Price	Quantity	Item Bid Total
1	Mud rotary rig mobilization, permitting, site preparation, and demobilization for well construction (per site)	Per site	\$	6	\$
2	Drill 6-inch dia. borehole by mud rotary	LF	\$	665	\$
3	Run standard suite of geophysical logs (described in Part 5D)	Per well	\$	6	\$
4	Drill 10-inch dia. borehole by mud rotary	LF	\$	995	\$
5	Install 4-inch dia. threaded flush joint SCH 40 PVC casing w/centralizers.	LF	\$	875	\$
6	Install 4-inch dia. threaded flush joint SCH 40 PVC, 0.010 screen w/centralizers	LF	\$	120	\$
7	Place 20/30 sand filter pack	Per 50-lb bag	\$	108	\$
8	Place bentonite hole plug	Per 50-lb bag	\$	24	\$
9	Place Portland cement	Per 94-lb bag	\$	340	\$
10	Well development	Hour	\$	18	\$
11	8-inch dia. protective steel casing with locking cover	Each	\$	12	\$
12	2"x2"x4' concrete pad	Each	\$	12	\$
13	Bollards	Each	\$	48	\$
14	4-inch locking PVC J plug (installed)	Each	\$	12	\$
15	Remove and dispose of drill cuttings/fluids	1 Cu. Yds.	\$	10	\$
16	Standby time	Hour	\$	9	\$
17	Extra work – Crew without rig	Hour	\$	12	\$
	Total Bid Cost:				\$

BIDDER ACKNOWLEDGMENT

I, the undersigned, having read all parts of this Invitation to Bid, ITB No. 19B-009, titled **“MONITOR WELL CONSTRUCTION WITHIN THE SHOAL RIVER WATERSHED OF OKALOOSA AND WALTON COUNTIES, FLORIDA,”** including any and all Addenda, and having a comprehensive understanding of all provisions, rules, requirements, restrictions, etc. contained herein, agree to same and respectfully submit the bid contained herein.

Authorized Signature

Position or Title

Printed Name of Above Signature

Agency or Company

Unsigned bids shall be rejected by the Agency Clerk of the Northwest Florida Water Management District.

PART 6
CONTRACTOR INFORMATION FORM

1. Contractor Information								
Contractor Firm Name:								
Contact Person Name & Title:								
Mailing Address:								
City, State & Zip:								
Contact Phone Number:			Fax Number:					
E-mail Address:								
Florida Water Well Contractor License #:								
Federal Employer ID or Social Security #:								
2. Subcontractor Information (if necessary, please attach information for additional subcontractors)								
Subcontractor 1 Firm Name:								
Mailing Address:								
City, State & Zip:								
Type of Work (well drilling, geophysical logging, etc.):								
Federal Employer ID #:								
Florida Water Well Contractor License # (if drilling):								
Subcontractor 2 Firm Name:								
Mailing Address:								
City, State & Zip:								
Type of Work (well drilling, geophysical logging, etc.):								
Federal Employer ID #:								
Florida Water Well Contractor License # (if drilling):								
3. Well Construction Experience (all fields in table below must be completed)								
Contractors (or subcontractors hired to drill) must have a minimum of five (5) years' experience and have constructed a minimum of five (5) screened monitor wells penetrating the sand-and-gravel aquifer or surficial aquifer within the last five (5) years. The wells must have been constructed all or in part by the methods proposed in the Technical Specifications . Two (2) of the screened wells must have a total depth that exceeds 200 feet and all of the wells must have casing fully grouted using neat Portland cement.								
#	Permit #	Dia (in)	TD (ft BLS)	CD (ft BLS)	Drilling Method	Client Company/ Org Name	Client Contact Name	Client Phone #
1								
2								
3								
4								
5								
Permit# = enter well construction permit number; Dia(in) = enter well diameter in inches TD (ft-bls) = enter total depth of well in feet below land surface; CD (ft-bls) = well casing depth, feet below land surface Method = enter construction method code: HA (hollow-stem auger), HR (hydraulic rotary), Other								

CONTRACTOR INFORMATION FORM (continued)

4. Additional Water Well Licensing (if licensed by another state or governmental agency)					
#	State	License #	Regulating Agency Name	Agency Contact Name	Phone #
1					
2					
3					
4					
5. Additional Qualification Criteria (please attach any supporting documentation requested below)					
<p>In addition to the experience requested above, the Contractor must also meet and attest to the following:</p> <ul style="list-style-type: none"> • The contractor <u>must</u> have sufficient experienced and qualified personnel and equipment necessary to complete all work proposed in the Technical Specifications for ITB# 19B-009. • The Contractor <u>must not</u> have either 12 or more points issued against his/her Florida water well contractor license within the last three (3) years, or any order(s) against his/her water well license issued under the authority of Part III, Chapter 373, Florida Statutes, with which the licensed well contractor has not complied. • The Contractor <u>must not</u> have known or potential conflicts-of-interest in performing tasks as requested in the Technical Specifications for ITB# 19B-009. • The Contractor <u>must not</u> have pertinent litigation filed against the Contractor in the states of Florida, Alabama, or Georgia related to water well construction activities during the last three (3) years. 					
6. Contractor's Statement of Qualification					
<p>"I understand that the above qualification and experience criteria are required to submit a bid in response to ITB# 19B-009. By signing this application, I acknowledge that all qualifications and experience criteria are met."</p>					
_____			_____		
Person Completing Form (print name)			Signature		

Unsigned bids shall be rejected by the Agency Clerk of the Northwest Florida Water Management District.

PART 7
DRAFT AGREEMENT

This Agreement is subject to change subsequent to legal review.

Draft Agreement for Contractual Services for
**MONITOR WELL CONSTRUCTION WITHIN THE SHOAL RIVER
WATERSHED OF OKALOOSA AND WALTON COUNTIES, FLORIDA**
Between
Northwest Florida Water Management District
and
CONTRACTOR
(NFWFMD Contract Number _____)

This Agreement (the “Agreement”) is by and between the Northwest Florida Water Management District (hereinafter, the District) and _____ (hereinafter, the Contractor). The District and the Contractor hereby agree as follows:

SECTION 1 – SCOPE OF SERVICES

- A. The Contractor shall perform and render all services as an independent Contractor of the District and not as an agent, representative, or employee of the District. Services shall be provided in accordance with the Contractor’s proposal submitted under Invitation to Bid (ITB) 19B-009 entitled “**MONITOR WELL CONSTRUCTION WITHIN THE SHOAL RIVER WATERSHED OF OKALOOSA AND WALTON COUNTIES, FLORIDA,**” incorporated herein by reference.
- B. Prior to the Contractor's commencement of work, the District shall provide and transmit to the Contractor an approved Notice to Proceed.
- C. Contractor shall commence work within 14 days of issuance of a Notice to Proceed by the District.

SECTION 2 – RESPONSIBILITIES OF CONTRACTOR

- A. The Contractor is responsible for the timely completion, professional quality, and technical accuracy of all work and services provided to the District under the terms of this Agreement. The Contractor shall, without additional compensation, correct or revise any errors, omissions or other deficiencies identified by the District in reports, drawings, and in conjunction with all other services provided for under this Agreement.
- B. The Contractor shall be, and shall remain, liable in accordance with applicable law for all damages to the District caused by the Contractor’s negligent performance of any of the services furnished under this Agreement.
- C. The Contractor's obligations under this Section are in addition to the Contractor's other expressed or implied assurances under this Agreement or state law and in no way diminish any other rights that the District may have against the Contractor for deficiencies in work.
- D. The Contractor shall indemnify and hold harmless the District, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys’ fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Contractor and other persons employed or utilized by the Contractor in the performance of this Agreement.
- E. The Contractor warrants that they have not employed or retained any company or person, other than a bona fide employee working solely for the Contractor to solicit or secure this Agreement and that the

Contractor has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Contractor any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.

- F. As provided under Section 216.347, Florida Statutes, expenditure of District funds for purposes of lobbying, including of the Legislature, judicial branch, or any state agency, is prohibited.
- G. The Contractor certifies that it and any of its affiliates are not scrutinized companies as identified in s. 287.135, F.S., and are not engaged in a boycott of Israel. In addition, the Contractor agrees to observe the requirements of s. 287.135, F.S., for applicable sub-agreements entered into for the performance of work under this Agreement. Pursuant to s. 287.135, F.S., the District may immediately terminate this Agreement for cause if the Contractor, its affiliates, or its subcontractors are found to have submitted a false certification; or if the Contractor, its affiliates, or its subcontractors are placed on any applicable scrutinized companies list, engaged in a boycott of Israel, or engaged in prohibited contracting activity during the term of the Agreement. As provided in s. 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions then they shall become inoperative.

SECTION 3 – TRUTH-IN-NEGOTIATIONS

The Contractor certifies that wage rates and other factual unit costs supporting the compensation are accurate, complete, and current at the time of contracting. The original contract price and any additions thereto will be adjusted to exclude any significant sums by which the District determines the contract price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such contract adjustments must be made within one year following the end of this Agreement.

SECTION 4 – COMPENSATION

- A. Maximum compensation under this Agreement shall not exceed the availability of funds and current budget authorizations as approved by the District Governing Board.
- B. Payment for “**MONITOR WELL CONSTRUCTION WITHIN THE SHOAL RIVER WATERSHED OF OKALOOSA AND WALTON COUNTIES, FLORIDA**” will be subject to inspection and approval by the District’s Project Manager. The Project Manager, will determine, in his sole discretion, whether or not the Contractor has successfully completed the authorized work as outlined in this Agreement. Payment will not be made until the District receives written authorization to do so by the District Project Manager.
- C. The Contractor may submit invoices no more frequently than monthly. Each invoice submitted must be in detail sufficient for pre-audit and post-audit review. A final invoice must be submitted within thirty (30) days after the expiration date of the Agreement to assure the availability of funding for final payment.
- D. The compensation amount (the “Compensation Amount”) will be determined on the basis of the unit prices set forth in Exhibit 1: CONTRACTOR Bid for “**MONITOR WELL CONSTRUCTION WITHIN THE SHOAL RIVER WATERSHED OF OKALOOSA AND WALTON COUNTIES, FLORIDA**,” attached hereto and made a part hereof. Any subcontractor fees and direct expenses (ODCs) required for completion of the Work should have been included in the CONTRACTOR’s unit bid price and will be the responsibility of the CONTRACTOR.

- E. Payment will be made upon inspection and approval of deliverables within thirty (30) days of receipt of an approved invoice, submitted in sufficient detail for a pre-audit and post-audit review. Each invoice submitted must be in detail sufficient for pre-audit and post-audit review. Invoices shall include the CONTRACTOR name and address, date, time period covered by the invoice, District contract number, quantify of each unit being invoiced and the associated unit bid price for each item, total payment requested, amount previously invoiced, and a signed certification by the Project Manager that work invoiced has been completed. Invoices shall not be submitted more frequently than monthly.
- F. An original invoice, including appropriate backup documentation, shall be submitted to both the District's Project Manager at contact information included in Section 8.B, and the District's Accounting Department, at the contact information listed below. An original invoice may be submitted either electronically or in hard copy. Payment will be made upon inspection and approval of deliverables and within 30 days of receipt of an approved invoice

Northwest Florida Water Management District
81 Water Management Drive
Havana, FL 32333
AccountsPayable@nfwwater.com

SECTION 5 – PERFORMANCE BOND

Prior to commencing work, the CONTRACTOR shall provide a Performance Bond in an amount equal to one-hundred percent (100%) of the Compensation Amount, which shall be held by the DISTRICT to insure contract compliance and to pay any damages sustained by the DISTRICT due to the CONTRACTOR's negligence or breach of contract; provided, however, that such Performance Bond shall not relieve CONTRACTOR from its obligation to indemnify as provided in Section 2D. hereof. The Performance Bond shall be returned to the CONTRACTOR within thirty (30) days of successful completion of all terms and conditions of this Agreement.

SECTION 6 – TIME OF PERFORMANCE

- A. Time is of the essence for each and every aspect of this Agreement. Where additional time is allowed to complete the Work, the new time limit shall also be of the essence. All provisions of this Agreement that by their nature extend beyond the Contract Completion Date shall survive termination or expiration of this Agreement.
- B. This Agreement is effective on the date of execution and shall remain in effect through September 30, 2020. The District's performance and obligation to pay under this Agreement is contingent upon annual appropriation by the Florida Legislature and/or approval of the District's annual budget.
- C. The Contractor shall proceed with the work at such rate of progress to insure full completion within the Project Schedule. It is expressly understood and agreed, by and between the Contractor and the District, that the contract time for the completion of the work described herein is a reasonable time, taking into consideration the average climatic and economic conditions and other factors prevailing in the locality of the work.
- B. If the Contractor shall fail to complete work within the Project Schedule, or extension of time granted by the District, then the Contractor shall be in default after the time stipulated in this Agreement and may forfeit the performance bond required in Section 5.

SECTION 7 – FORCE MAJEURE AND DELAYS

- A. Force Majeure. The Contractor shall not be liable for failure to carry out the terms of this Agreement to the extent such failure is due to a force majeure event, except for failures that could have been reasonably foreseen and guarded against so as to avoid or reduce the adverse impact thereof. A force majeure event is hereby defined as the failure to carry out any of the terms of this Agreement due to any one of the following circumstances beyond the control of Contractor: (a) the operation and effect of rules, regulations, or orders promulgated by any commission, county, municipality, or governmental agency of the State of Florida or the United States, (b) a restraining order, injunction, or similar decree of any court of competent jurisdiction, (c) war, (d) flood, (e) earthquake, (f) fire, (g) severe wind storm, (h) acts of public disturbance, (i) quarantine restrictions, (j) epidemics, (k) strikes, (l) freight embargoes, or (m) sabotage. The times specified herein for performances include delays that can ordinarily be anticipated due to adverse weather conditions. The District is not obligated to grant an extension of time due to adverse weather conditions unless such conditions rise to the level of force majeure.

- B. Delay. The Contractor shall not be compensated for delays caused by Contractor’s inefficiency, rework made necessary by Contractor’s error, failure to perform the work as scheduled, or any other corrective or productivity measures made necessary by errors, omissions, or failures to properly perform the work. Within ten days after the onset of a delay, Contractor shall notify the District in writing of the delay, which shall provide: (1) a detailed description of the delay and its probable duration, (2) the specified portion of the work affected, and (3) an opinion as to the cause of the delay and liability (if any) for the delay. Notices provided more than ten days after the inception of the delay shall only be effective as to additional costs or delay incurred during the ten-day period preceding receipt of such notice. In the case of continuing cause delay for the same cause, only one notice of delay is necessary. **Failure to provide this notice waives any claim for extension of time or additional compensation resulting from such delay.** If the delay is due to the failure of another District contractor to complete its work in a timely manner, changes ordered in the work, a force majeure event, or any other cause which the District, in its sole judgment and discretion, determines to justify the delay, then the Agreement may be extended as necessary to compensate for the delay. All time extensions shall be in the form of a written amendment signed by both parties.

SECTION 8 – APPROVALS AND NOTICES

- A. All notices and written communication between the parties shall be sent by electronic mail, U.S. Mail, a courier delivery service, or delivered in person addressed to the individuals listed in 8.B. Notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient.

- B. The District’s Project Manager for this Agreement is identified below:

Project Manager, or successor	
Northwest Florida Water Management District	
81 Water Management Drive	
Havana, FL 32333-4712	
Telephone No.:	(850) 539-5999 x 269
Fax No.:	(850) 539-2777
E-mail Address:	[Tony.Countryman@nwfwater.com]

The Contractor's Project Manager for this Agreement is identified below:

[Contractor's Project Manager's Name], or successor	
[Company Name]	
[Office or Program Name, if applicable]	
[Mailing Address]	
[City, State and Zip]	
Telephone No.:	(XXX) XXX-XXXX
Fax No.:	(XXX) XXX-XXXX
E-mail Address:	

- C. No amendment to this Agreement shall be effective unless reduced to writing and executed by the parties hereto.
- D. The District and the Contractor may, by written order designated to be a Change Order, agree that additional work shall be undertaken within the general scope of this Agreement.
- E. The District shall, at its sole discretion, determine whether the project has been satisfactorily completed.
- F. The Contractor agrees to assume responsibility for all claims, demands, liabilities, and suits of any nature to the extent resulting from any act or failure to act by the Contractor, its agents or employees to the extent permitted by Florida law.
- G. The District may unilaterally cancel this Agreement for refusal by the Contractor to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the Contractor in conjunction with the contract.

SECTION 9 – INSURANCE

The Contractor shall maintain adequate insurance coverage at all times as follows: General Liability, with limits no less than \$1,000,000 per occurrence; \$1,000,000 per occurrence for personal injury; and \$1,000,000 for property damage; Automobile Liability, with combined single limit of not less than \$1,000,000; Workers Compensation and Employers Liability, with limits not less than \$1,000,000 for each accident for Bodily Injury by Accident, \$1,000,000 policy limit and \$1,000,000 each employee for Bodily Injury by Disease. Evidence of all such insurance satisfactory to the District shall be furnished prior to beginning work, and all such insurance policies shall provide for ten (10) days' notice to the District of cancellation or any material change in the terms of the insurance policies.

SECTION 10 – SUBCONTRACTS

- A. The Contractor shall not subcontract, assign or transfer any work under this Agreement without the prior written consent of the District. Any subcontractors who may be employed by the Contractor and approved by the District must also adhere to all provisions of this Agreement. Subcontractors included in the Contractor's proposal for this Agreement are pre-approved for use under any Change Order or Purchase Order.
- B. When applicable the Contractor shall cause the names of subcontractor firms responsible for portions of the work to appear on such work.

- C. The Contractor agrees to notify the District of all subcontracts no less than ten (10) days prior to the effective date of the subcontracts for the purpose of approval by the District. The Contractor agrees to provide the District with an executed copy of all subcontracts within ten (10) days after the effective date thereof.
- D. The Contractor agrees to be responsible for the fulfillment of all work elements or arrangements as included in the subcontracts and agrees to be responsible for the payment of all monies due under any subcontract and hold the District harmless from any liability or damages arising under or from any subcontract hereunder.

SECTION 11 – TERMINATION OF AGREEMENT

- A. The District or its designated representatives will decide all questions, difficulties, and disputes of whatever nature which may arise under or by reason of this Agreement. The District's decision upon all claims, questions and disputes shall be final, conclusive and binding upon the parties hereto. This Section 9 does not preclude any party from seeking relief by filing a petition for administrative hearing pursuant to Chapter 120, Florida Statutes.
- B. If the Contractor fails to fulfill its obligations in a timely and proper manner under this Agreement, or if the Contractor violates any of the covenants, agreements, or stipulations of this Agreement, the District has the right to terminate this Agreement. This right to terminate will be exercised by giving written notice to the Contractor of such termination and specifying the reason and effective date thereof. Upon notice of intent to terminate this Agreement by the District, the Contractor will have a contract resolution period not to exceed 30 days to resolve deficiencies, disputes or other contract issues to the District's satisfaction before the termination is final. During this resolution period the Contractor will not initiate any new tasks requiring additional compensation without written approval by the District.
- C. The District may at any time and for any reason terminate this Agreement at the District's convenience. Upon receipt of such notice, the Contractor shall, unless the notice directs otherwise, immediately discontinue the work and procurement for all materials and services in connection with the performance of this Agreement.
- D. The Contractor shall not be relieved of liability to the District for damages sustained by the District because of any breach of this Agreement, without prejudice to any other rights the District may have as a result of such breach, including but not limited to the right to consequential or incidental damages.
- E. In the event the District terminates this Agreement, other than for breach by the Contractor, the Contractor shall be compensated for work completed as of the date of termination and for any irrevocable commitments for procurement for materials or services made by the Contractor as of the date of termination. The Contractor agrees that it will make no such commitments prior to receiving written approval from the District. The Contractor also agrees to provide all work products completed or in progress at the date of termination.

SECTION 12 – OWNERSHIP OF DOCUMENTS AND DELIVERABLES

- A. All reports produced and other data gathered by the Contractor for the purpose of this Agreement shall become the property of the District without restriction or limitation upon their use and shall be made available by the Contractor at any time upon request of the District.
- B. All deliverables, including Work not accepted by the District, are District property when Contractor has received compensation therefor, in whole or in part. For any Work subject to patent or copyright, such Work is a “work made for hire” as defined by the patent and copyright laws of the United States. Contractor shall not make any representation otherwise and, upon request, shall sign any documents so affirming. Any District source documents or other District or non-District documents, specifications, materials, reports, or accompanying data developed, secured, or used in the performance of the Work, excluding proprietary materials, as outlined in the Statement of Work, are District property and shall be safeguarded and provided to the District upon request. This obligation shall survive termination or expiration of this Agreement.
- C. The District shall have the unrestricted right to use and disseminate all of the above-referenced documents without payment of further compensation to Contractor, provided that any future use for other than the purpose intended by this Agreement shall be at the District’s sole risk and without liability to Contractor. Contractor shall include language in all subcontracts clearly indicating that ownership and copyright to all materials produced pursuant to this Agreement remains with the District, as provided herein. All original sketches, tracings, drawings, computation details, calculations, field books, and plans that result from the Work shall become the sole property of the District. Consultant shall submit all such work products to the District, if requested. Contractor may retain copies of all work products created pursuant to this Agreement.

SECTION 13 – RELEASE OF INFORMATION

The Contractor agrees not to divulge any information obtained in connection with the performance of services under this Agreement to anyone other than the District unless authorized in writing by the District. All drawings, specifications, diagrams, reports, documents, etc., furnished by the Contractor pursuant to this Agreement shall become the sole property of the District, and may be subject to disclosure by the District under Chapter 119, Florida Statutes. However, the Contractor shall maintain the confidentiality of the project and all related information unless such confidentiality is waived by the District in writing.

SECTION 14 – CHOICE OF LAW/FORUM

- A. The parties hereby agree that any and all actions or disputes arising out of this Agreement shall be governed by the Laws of the State of Florida; and any such actions shall be brought in Leon County, Florida.
- B. Failure to file a protest within the time prescribed in section 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under chapter 120, Florida Statutes.

SECTION 15 – PUBLIC ENTITY CRIME/DISCRIMINATORY VENDOR LIST

- A. 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 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, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list. Questions regarding the convicted vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity, at (850) 487-0915 or www.dms.myflorida.gov.
- B. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit 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. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and posts the list on its website. Questions regarding the discriminatory vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity, at (850) 487-0915 or www.dms.myflorida.gov.

SECTION 16 - AGENCY INSPECTORS GENERAL

The Contractor understands and shall comply with section 20.055(5), F.S., which states: It is the duty of every state officer, employee, agency, special district, board, commission, contractor and subcontractor to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to this section.

SECTION 17 – ACCESS TO RECORDS FOR THE PURPOSE OF AUDITS

- A. The Contractor shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with generally accepted accounting principles consistently applied. The District, the State, inspector general or their authorized representatives shall have access to such records for audit purposes during the term of this Agreement and for three (3) years following Agreement completion. In the event any work is subcontracted, the Grantee shall similarly require each subcontractor to maintain and allow access to such records for audit purposes. The Grantee shall also cooperate with an inspector general in any investigation, audit, inspection, review or hearing, pursuant to Section 20.055(5), Florida Statutes.
- B. Grantee shall comply with Florida Public Records law under Chapter 119, F.S. Records made or received in conjunction with this Agreement are public records under Florida law, as defined in Section 119.011(12), F.S. Grantee shall keep and maintain public records required by the District to perform the services under this Agreement.
- C. This Agreement may be unilaterally canceled by the District for unlawful refusal by the Grantee to allow public access to all documents, papers, letters, or other material made or received by the

Grantee in conjunction with this Agreement and subject to disclosure under Chapter 119, Florida Statutes, and Section 24(a), Article I, Florida Constitution.

- D. If the Grantee meets the definition of “Contractor” found in Section 119.0701(1)(a), F.S., [i.e. an individual, partnership, corporation, or business entity that enters into a contract for services with a public agency and is acting on behalf of the public agency], then the following requirements apply:
- i. A request to inspect or copy public records relating to this Agreement for services must be made directly to the District. If this District does not possess the requested records, the Contractor must provide the records to the District or allow the records to be inspected or copied within a reasonable time. If the Contractor fails to provide the public records to the District within a reasonable time, the Contractor may be subject to penalties under s. 119, F.S. or as otherwise provided by law.
 - ii. Upon request from the District’s custodian of public records, the Contractor shall provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 199, F.S., or as otherwise provided by law. All records that are stored electronically must be provided to the District in a format that is compatible with current information systems.
 - iii. The Contractor shall identify and ensure that all public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the Contractor does not transfer the records to the District.
 - iv. Upon completion of the Agreement, the Contractor shall transfer, at no cost to the District, all public records in possession of Contractor or keep and maintain public records required by the District to perform the services under this Agreement. If the Contractor transfers all public records to the District, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public record disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Agreement, the Contractor shall meet all applicable requirements for retaining public records.

E. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, OR TO THE CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE DISTRICT’S CUSTODIAN OF PUBLIC RECORDS by telephone at (850) 539-5999; by email at ombudsman@nwfwater.com; or by mail at Northwest Florida Water Management District, 81 Water Management Drive, Havana, FL 32333.

SECTION 18 – REMEDIES

- A. In accordance with 287.058(1)(h), F.S., the District will apply financial consequences for nonperformance. Failure to complete well construction and provide required deliverables within the time identified in the Project Schedule will result in the following financial consequences: well construction completed and deliverables submitted more than 21 days after completion date will be

subject to a 2% reduction in reimbursement, well construction completed and deliverables submitted more than 45 days after scheduled completion will be subject to a 5% reduction in reimbursement.

B. Cumulative Remedies. The rights and remedies of the District in this Section 18 are in addition to any other rights and remedies provided by law or under this Agreement.

SECTION 19 – EXECUTION OF COUNTERPARTS

This Agreement may be executed in two or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof.

SECTION 20 – AGREEMENT AS INCLUDING ENTIRE AGREEMENT

This Agreement, including Exhibit 1: Contractor’s Bid submitted for ITB No. 19B-009, the District’s Invitation to Bid package, and supporting documents, hereby incorporated by reference, makes up the entire contract of the parties. There are no provisions, terms, conditions or obligations other than those contained herein; and this Agreement shall supersede all previous communication, representation, or agreements, either verbal or written between the parties hereto.

IN WITNESS THEREOF, the District and the Contractor have executed this Agreement as of the date below written.

Northwest Florida Water Management District
Havana, Florida

CONTRACTOR
CITY, STATE

By: _____

Brett J. Cyphers
Executive Director

By: _____

(NAME)
(TITLE)

Date: _____

Date: _____

ATTACHMENT A
TECHNICAL SPECIFICATIONS

**TECHNICAL SPECIFICATIONS FOR
MONITOR WELL CONSTRUCTION WITHIN THE SHOAL RIVER
WATERSHED OF OKALOOSA AND WALTON COUNTIES, FLORIDA**

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SECTION 1000 SUMMARY OF WORK

A. GENERAL PROJECT DESCRIPTION

The Northwest Florida Water Management District (DISTRICT) is soliciting sealed bids from qualified, licensed water well contractors for the drilling, logging and subsequent construction of surficial aquifer monitor wells in northern Okaloosa and Walton counties. It is anticipated that up to twelve (12) monitor wells will be installed at up to six different sites as shown in Figure 1. Drilling equipment capable of completing 4-inch diameter, screened wells installed to a minimum depth of 200 feet in unconsolidated formations, is required. Work is scheduled to begin as early as October 2019 and is anticipated to take approximately three months to complete.

These specifications are intended to give a general description of the requirements, but do not cover all conditions or variations that may occur. The anticipated screened intervals and well depths are listed in Section 1007, Well Specifications. Actual casing and screen-interval depths will vary at each well site subject to the specific subsurface conditions encountered. The DISTRICT may work with a separately contracted GEOLOGIST to provide well construction oversight at some sites. The GEOLOGIST, in consultation with the DISTRICT, will provide the CONTRACTOR with depths for setting screened intervals and total well completion after evaluating geophysical logs and hydrogeologic data collected during drilling and prior to those construction stages.

It should be noted that based on information obtained during drilling and logging, and pending budgetary constraints, the DISTRICT may opt not to perform any portion of the described work.

B. WELL SITING AND ACCESS

The DISTRICT will obtain all approvals from the property owners to access and conduct work on the respective sites. This includes any written agreements, formal or otherwise, necessary to install the wells and perform subsequent testing activities. Temporary construction, ingress/egress and monitoring easement areas shall be established at each site in agreements between the DISTRICT and property owners. Unless otherwise directed by the DISTRICT, the CONTRACTOR shall restrict all proposed activities to the designated easement areas. The specific location of the wells within monitoring easement areas will be determined by the DISTRICT prior to construction. Individual site maps and easement areas at each site are shown in Figures 2 through 7.

C. COORDINATION WITH OTHER CONTRACTORS

It is not anticipated that other field activities at the sites may be underway at the same time that work under this contract is being done. However, the DISTRICT shall coordinate the CONTRACTOR's activities with site owners to prevent the interruption of other contracted work at the site and to allow the orderly and timely completion of all DISTRICT-directed work as specified.

D. SUBCONTRACTORS

The CONTRACTOR shall not employ any SUBCONTRACTOR(s) against whom the DISTRICT may have reasonable objection. The name, address and demonstration of experience of all proposed SUBCONTRACTOR(s) to be used on this project shall be submitted by the CONTRACTOR with the Bid.

E. UTILITY LOCATION

Wells sites are located on various types of properties where other utility services may exist. The CONTRACTOR shall have buried utilities in the work areas located and marked prior to commencing construction. If necessary, the CONTRACTOR shall cover the cost to locate any on-site private utilities. It is the CONTRACTOR's responsibility to field-verify that work area setback distances from existing utility services are adequate to complete the proposed work, as specified. All damages to existing utility services are the responsibility of the CONTRACTOR. The CONTRACTOR will notify the GEOLOGIST and DISTRICT immediately upon damaging or noticing damage to a utility service. The CONTRACTOR shall be responsible for the incurred cost of repair to any service damaged, and hold harmless the DISTRICT.

F. TEMPORARY FACILITIES

The CONTRACTOR shall furnish, permit where applicable, and maintain all necessary temporary facilities required to complete the proposed work at no expense to the DISTRICT. This shall include, but not be limited to temporary barricade/fencing, temporary water supply, temporary electrical service, and temporary sanitary facilities.

END OF SECTION

**SECTION 1001
DEFINITIONS AND ABBREVIATIONS**

A. GENERAL

The definitions and abbreviations used in the **Technical Specifications** are as follows:

1. ANSI shall mean American National Standards Institute,
2. ASTM shall mean American Society of Testing and Materials,
3. AWWA shall mean American Water Works Association,
4. CONTRACTOR shall mean the selected bidder,
5. DISTRICT shall mean the Northwest Florida Water Management District,
6. FDEP shall mean the Florida Department of Environmental Protection,
7. GEOLOGIST shall mean the on-site consultant to the District,
8. NPDES shall mean National Pollution Discharge Elimination System,
9. NSF shall mean National Sanitation Foundation,
10. PVC shall mean polyvinyl chloride,

END OF SECTION

**SECTION 1002
PERMITS AND FEES**

A. GENERAL

1. The CONTRACTOR shall procure all permits, certificates, and licenses required by law for the execution of proposed work, except for easements and licenses from the property owner for site access, and shall comply with all applicable federal, state, and local regulations and ordinances.
2. The CONTRACTOR shall schedule all inspections and obtain all written approvals of the agencies required by the permits and licenses.
3. The DISTRICT shall be furnished copies of each permit obtained by the CONTRACTOR prior to the CONTRACTOR commencing work.

B. PERMITS BY CONTRACTOR

1. NPDES General Permit:
 - a. In the event that discharges to surface waters covered under the National Pollution Discharge Elimination System (NPDES) occur during the project, the CONTRACTOR shall be responsible for obtaining and complying with requirements of the NPDES Generic Permit for Florida (FDEP Guidance Document February 14, 2000, or superseding documents) and performing any required discharge water quality monitoring. All documentation related to the filing and monitoring of an NPDES permit submitted to the FDEP by the CONTRACTOR shall be provided to the DISTRICT in advance of the said submittals.
 - b. The CONTRACTOR shall provide a method of particulate removal or other necessary treatment processes to ensure that the discharge water is free of floating solids, visible foam, turbidity, or visible oil in such amounts as to form nuisances on surface water and comply with all other environmental regulations. Particulate removal may require the use of several settling tanks and other solids control equipment to meet NPDES permit requirement.
2. The CONTRACTOR shall obtain and pay for all other required permits and licenses. The CONTRACTOR shall provide copies of these permits to the DISTRICT and shall comply with all conditions contained in the permits at no extra cost to the DISTRICT.

END OF SECTION

**SECTION 1003
WORK SCHEDULES**

A. CONSTRUCTION SCHEDULE

The CONTRACTOR shall submit a detailed Project schedule and maintain an up-to-date schedule through Project completion. The schedule shall include the proposed mobilization date, drilling start date, completion date, and other significant construction and testing milestones for each well.

Monthly, at a minimum, the CONTRACTOR shall update the Project schedule and provide an electronic copy to the GEOLOGIST and DISTRICT. If work falls behind schedule, the CONTRACTOR shall take necessary action to get the work back on schedule and complete the Project according to deadlines specified in the scope of work. Financial consequences shall be assessed as stated in the Agreement for failure to complete the Project on schedule.

B. WORKING HOURS

The CONTRACTOR shall be aware of and perform work on site only within the designated official working hours as established by local ordinance, unless a special exception or permit is obtained by the CONTRACTOR. The DISTRICT may establish a schedule of working hours based on site-specific needs. Requests for extended work hours must be approved in advance by the DISTRICT and the GEOLOGIST.

C. STANDBY TIME

The DISTRICT may order the CONTRACTOR to stop operations so that extra work not included in the **Technical Specifications**, such as previously unspecified testing and data collection by the GEOLOGIST or DISTRICT can be performed. The DISTRICT or GEOLOGIST shall advise the CONTRACTOR when extra work is requested and will schedule the request so that it causes a minimum of delay. The CONTRACTOR shall be reimbursed for approved standby time at the hourly rates listed in the **Bid Sheet and Bidder Acknowledgment Form**. No payment for standby time shall be made unless advance approval is granted by the DISTRICT.

D. EXTRA WORK

The CONTRACTOR shall be reimbursed for approved extra work required by the DISTRICT at the hourly and unit rates listed in the **Bid Sheet and Bidder Acknowledgment**. Extra work includes on-site, non-drilling related work not included in the **Technical Specifications**. No payment for extra work shall be made unless advance written approval is granted by the DISTRICT.

E. CONTRACT TIMES

Adherence to contract times as specified in Section 1003 – A, “Project Schedule” is essential to keep the overall Project on schedule. The CONTRACTOR shall meet deadlines specified in the scope of work. Financial consequences shall be assessed as stated in the Agreement for failure to complete the Project in accordance with the Project Schedule.

END OF SECTION

SECTION 1004 REPORTS

A. CONTRACTOR'S DAILY LOG

The CONTRACTOR shall maintain a detailed log of his operations on the drilling rig during the construction of all wells. One (1) copy of the most recent log shall be submitted to the DISTRICT or GEOLOGIST at the end of each work day, or if not present, on the first succeeding day that the DISTRICT or GEOLOGIST is on site. Each log report shall be signed by an authorized representative of the CONTRACTOR.

The daily log shall include, but not be limited to, the following information:

1. A listing of all pay items including any authorized extra work or standby time completed by the CONTRACTOR during the day;
2. The reference point for all depth measurements (e.g. land surface, top of casing);
3. The depth at which formation changes occur;
4. Identification of the material of which each stratum is composed;
5. The depth interval from which each formation sample is taken;
6. The depth interval from which each water level measurement is taken by the CONTRACTOR;
7. The new bit size and depth at which borehole diameters change;
8. Zones of lost circulation and other identified voids; and
9. Other pertinent data requested by the DISTRICT or the GEOLOGIST.

B. AS-BUILT WELL SCHEMATIC

Upon completion of each well, the CONTRACTOR shall submit to the DISTRICT an as-built well schematic that includes the following:

1. The well name and site location;
2. The total depths and nominal diameters of the boreholes drilled;
3. The total depth and nominal diameter of the open hole interval, if applicable;
4. The total depths, nominal diameters, and types of all surface and primary well casings installed;
5. The total depth, nominal diameter, slot-size and type of all well screen installed, if applicable;

6. The intervals and type of all cement grout, filter-pack, hole-plug, or backfill material installed in the borehole annulus; and
7. A description of how the well was completed at land surface (e.g. stickup w/ well protector, flush-mount, bollards, etc.).

All depth intervals shall be referenced to land surface. The CONTRACTOR shall also include a completed copy of State of Florida Permit Application to Construct, Repair, Modify or Abandon a Well (DEP Form 62-532.900(1)), or most recent form for each well permitted, and a completed State of Florida Well Completion Report (DEP Form 62-532.900(2)) for each of the wells.

END OF SECTION

SECTION 1005
MATERIAL, EQUIPMENT AND WORKMANSHIP

A. GENERAL

The CONTRACTOR shall be responsible for all labor, materials, transportation, tools, supplies, equipment, and appurtenances necessary to complete each well in accordance with the **Technical Specifications**. All materials utilized shall be approved for use in potable water systems and shall be in general accordance with the latest revisions of the American Water Works Association for Water Wells (AWWA A100-06) and the National Water Well Association Standards as they apply to the particular needs or conditions encountered. If the CONTRACTOR determines that, based on their knowledge, items necessary for completion of their portion of the services have been overlooked; the CONTRACTOR shall identify and address these issues during the bidding process.

B. CERTIFICATION OF CHEMICALS

All chemicals used that will come into contact with the drinking water supply shall conform to ANSI/NSF Standard 60-1998, or latest revision.

C. REMEDIAL WORK

If remedial work proves to be necessary to make a well acceptable and come within applicable regulations and/or the **Technical Specifications** because of mechanical problems, loss of tools in the hole, defective material, or for any other cause, the CONTRACTOR shall propose a method of correcting the problem, in writing. Suggested methods shall be approved by the GEOLOGIST and DISTRICT before remedial work proceeds. Such work shall be performed at no additional cost to the DISTRICT and shall not extend the length of the Project Schedule. The CONTRACTOR is notified that all **Technical Specifications** shall be met, including hole straightness and setting of casings to the points designated by the GEOLOGIST.

D. ABANDONMENT OF WELL(S) BY CONTRACTOR

Any hole in which the CONTRACTOR voluntarily stops work and/or fails to complete in a satisfactory manner in accordance with applicable regulations and/or the **Technical Specifications** (including approved changes), shall be considered as abandoned by the CONTRACTOR. If the GEOLOGIST declares the hole abandoned by the CONTRACTOR, no payment shall be made for the abandoned hole.

All holes declared abandoned as described above shall be properly plugged and sealed by the CONTRACTOR at his own expense in accordance with federal, state, and local regulations. These holes shall be replaced by the CONTRACTOR at no cost to the DISTRICT. The CONTRACTOR shall submit his plan of action for abandonment and plugging in writing to the GEOLOGIST and DISTRICT for review and approval. Casing strings may be removed only with the permission and approval of the DISTRICT.

E. GUARANTEE

The CONTRACTOR guarantees that the work and services to be performed under the Contract and all workmanship, materials, and equipment performed, furnished, used, or installed for each well shall be free from defects and flaws, and shall be performed and furnished in strict accordance with the **Technical Specifications**; that the strength of all parts of all manufactured equipment shall be adequate and as specified; and that performance test requirements of the **Technical Specifications** shall be fulfilled, as directed by the DISTRICT. The CONTRACTOR shall repair, correct, or replace all damage to the Work resulting from failures covered by the guarantee. The guarantee shall remain in effect for one (1) year from the date of final acceptance by the DISTRICT.

END OF SECTION

**SECTION 1006
PROTECTION OF PROPERTY RIGHTS**

A. GENERAL

1. The CONTRACTOR shall take special precautions to reduce to a minimum the nuisances and damage to property. Any damage to public or private property shall be immediately repaired or paid for by the CONTRACTOR at no expense to the DISTRICT.
2. Equipment, tools, and materials shall be located in places where they will produce a minimum of nuisance.
3. Appropriate construction area warning signs required by applicable rules and ordinances shall be posted at each work site.

B. PUBLIC NUISANCE

1. The CONTRACTOR shall not create a public nuisance including, but not limited to, encroachment on adjacent lands, flooding of adjacent lands, excessive noise, or odor.
2. If required by the DISTRICT or GEOLOGIST, the CONTRACTOR shall provide and maintain on site a hand-held decibel meter for recording noise levels. Continuous noise levels from the drilling equipment shall not exceed 85 dBA at 50 feet distance from drilling equipment at any time. Sound levels in excess of these values are sufficient cause to have the work halted until equipment can be quieted to these levels.
3. No extra charge or extension of the construction schedule shall be approved for time lost due to work stoppage resulting from the creation of a public nuisance.

END OF SECTION

**SECTION 1007
WELL SPECIFICATIONS**

This Section describes the various components of well construction and is subdivided into the following main components:

- Part 1 – Well Construction Sequence
- Part 2 – Conditions and Hazards
- Part 3 – Mobilization, Site Preparation, and Demobilization
- Part 4 – Drilling Requirements
- Part 5 – Data Acquisition
- Part 6 – Material Specifications
- Part 7 – Well Completion

PART 1 - WELL CONSTRUCTION SEQUENCE

The anticipated well depths and screened intervals listed in the following table are approximate. Actual depths may vary from those specified due to subsurface conditions encountered during well construction. The construction sequence will be determined by the GEOLOGIST or the DISTRICT such that hydrogeologic data obtained during drilling and logging may be used to help determine construction depths for the subsequent wells to be drilled.

Site Name	County	Diameter (in)	Deep Well		Shallow Well	
			Depth (ft-bls)	Screen (ft-bls)	Depth (ft-bls)	Screen (ft-bls)
Shoal River – 1	Walton	4	90	70-90	45	35-45
Shoal River – 2	Walton	4	100	80-100	50	40-50
Shoal River – 3	Walton	4	160	140-160	80	70-80
Shoal River – 4	Walton	4	175	155-175	85	75-85
Shoal River – 5	Walton	4	60	50-60	30	20-30
Shoal River – 8	Okaloosa	4	80	60-80	40	30-40

The anticipated sequence of task activities is provided in general below.

1. Approved Notice to Proceed issued by DISTRICT;
2. CONTRACTOR to obtain required permits, potable water source, and utility clearance;
3. Mobilize to well site;
4. Drill 6-inch pilot hole by mud rotary method to top of intermediate confining unit;
5. Wash, collect and bag drill cuttings at 10-ft intervals (maximum);
6. Condition and stabilize open borehole for geophysical logging;
7. Run standard suite of geophysical logs;
8. Based on results of logging install up to two (2) 4-inch, threaded flush-joint, SCH 40 PVC wells with 10-20 feet of well screen (one shallow and one deep);
9. Develop wells by surge block/low capacity pump method;
10. Complete well heads per **Technical Specifications**; and
11. Cleanup, restore site and demobilize.

Based on DISTRICT direction, the order of activities at each site may change.

PART 2 - CONDITIONS AND HAZARDS

A. GENERAL

The information provided regarding subsurface conditions and potential drilling hazards is intended to assist the CONTRACTOR in preparing the Bid. The DISTRICT does not guarantee its accuracy or that it is necessarily indicative of conditions to be encountered in drilling the wells. The CONTRACTOR shall satisfy himself regarding all local conditions affecting the work by personal investigation. Neither the information on local geology nor that derived from maps or plans provided by the DISTRICT or its agents shall act to relieve the CONTRACTOR of any responsibility hereunder from fulfilling any and all terms and requirements of the **Technical Specifications**, Scopes of Work and Project Schedule.

The CONTRACTOR should be aware of possible difficult drilling conditions and problems that may be encountered during the construction and testing of the wells. Typical examples include, but are not limited to, lost pressurized zones, and potential intervals of swelling clay and caving sand. The production casings shall seal off all formations encountered along their entire length. The drilling of straight, gauge holes and setting of all casings to specified depths is a priority requirement of these **Technical Specifications**. Borehole straightness, which will permit casings to be set at specified depths and facilitate achievement of proper cement seals, shall not be sacrificed for drilling speed. These and other pertinent factors shall be taken into consideration by the CONTRACTOR in planning and executing the Project.

B. ANTICIPATED HYDROGEOLOGY AND POTENTIAL HAZARDS

The surficial aquifer within the Shoal River watershed is comprised primarily of unconsolidated formations of sand, gravel and clay mixed and layered to different degrees. Semi-consolidated layers of “hardpan” may exist at some sites creating perched water table conditions. Near-surface formations may be unsaturated with deep water tables. Drilling fluids shall be prepared and circulated to create a stable open borehole for geophysical logging and well construction.

Regional hydrogeologic data indicate that potentiometric heads in surficial aquifer are generally below land surface. However, thick sequences of clay or sandy-clay may create semi-confining hydrologic conditions and “flowing sand” formations. It is possible that artesian heads above land surface may be encountered at lower land surface elevations near the Shoal River. The CONTRACTOR should be prepared for such eventualities.

It shall be the CONTRACTOR’S responsibility to control all flow and discharge of water produced during all stages of well construction and development. This shall be implemented using drilling mud only as a weight material to suppress flow during mud-rotary drilling. If a flow preventer is used, it shall be a commercially available, single annular type, or approved equivalent. Manufacturer’s specifications pertaining to the type of preventer proposed for use by the CONTRACTOR shall be provided to the GEOLOGIST for review and approval. The wellhead shall be sealed at all times when no work is being conducted.

PART 3 – MOBILIZATION, SITE PREPARATION AND DEMOBILIZATION

A. MOBILIZATION

The CONTRACTOR shall provide and set-up equipment necessary to achieve the quality of workmanship required by these **Technical Specifications** and to complete the Project on schedule.

B. SITE PREPARATION

1. The CONTRACTOR shall have buried utilities in the work areas located and marked prior to commencing site activities, in accordance with Section 1000 - E.
2. Within the limits of the easement areas, the CONTRACTOR may trim limbs and clear scrub brush only as directed and to the extent necessary to facilitate the setup and safe operation of the drilling equipment. All material and debris resulting from clearing and trimming operations shall be disposed in a manner approved by the GEOLOGIST. It shall be the responsibility of the CONTRACTOR to obtain any permits that are required for these procedures.
3. As needed, land surfaces shall be filled and graded such that runoff is directed away from the above ground well head apparatuses.
4. As needed, the CONTRACTOR shall maintain an all-weather temporary access to the wells and construction staging areas. Any turf and/or other plantings that are destroyed by the CONTRACTOR shall be replaced with like-kind.
5. The CONTRACTOR shall include the cost of this maintenance and sod and or plantings replacement in the lump sum pay item for Mobilization on the **Bid Sheet and Bidder Acknowledgment Form**.

C. DEMOBILIZATION AND SITE RESTORATION

At the completion of each well site, the CONTRACTOR shall remove all excess materials and equipment and leave the sites in a condition acceptable to the GEOLOGIST and the DISTRICT. Areas outside of the permanent well monitoring easement shall be restored to original contours. Drilling areas shall be clean and free of debris, holes, and/or piles of dirt, brush or other natural and synthetic materials generated during well construction. If specified by the DISTRICT, drilling fluids and drill cuttings shall be removed from the work sites.

All areas disturbed by construction shall be restored to a condition at least equal to the preconstruction condition including, but not limited to, all landscaping, driveways, roads, fences, and other improvements. Any formerly existing sod or landscape vegetation shall be replaced with vegetation equal to that destroyed or damaged. The DISTRICT or GEOLOGIST shall maintain a photographic record of pre and post-construction conditions at the work sites to substantiate any claims for pre-existing damage.

PART 4 - DRILLING REQUIREMENTS

A. EQUIPMENT REQUIREMENTS

1. The CONTRACTOR shall provide equipment that is in good working order. The DISTRICT will not approve or pay for standby time due to delays resulting from the failure of poorly maintained equipment. The DISTRICT and GEOLOGIST shall reserve the right to inspect the equipment of bidding CONTRACTOR to assure qualifications. The CONTRACTOR shall use his own drilling equipment having the capabilities necessary to do the described work. Any unnecessary delays or work stoppages due to equipment failure shall not be considered a valid reason for extending the Project. The CONTRACTOR shall be held responsible and payment may be withheld for damages to a well due to any cause of negligence, faulty operation, or equipment failure.
2. The CONTRACTOR shall provide and operate equipment capable of handling the largest load that will be placed upon the rigs' drilling and supporting equipment required to meet the **Technical Specifications**. If conditions develop in the field that prove the rig and supporting equipment supplied by the CONTRACTOR are incapable of completing a well, the CONTRACTOR will be required, at his own expense, to provide equipment with the necessary capacity.
3. Safety equipment, such as hard hats and hard-toed shoes, shall be used by the drilling crew while on the job site.

B. WATER SUPPLY

Only potable water approved by the DISTRICT shall be used for makeup of drilling fluid and grout preparation. If needed, it is the CONTRACTOR'S responsibility to coordinate with local utilities and supply all necessary water to the sites. For the drill sites located in close proximity to a fire hydrant, the CONTRACTOR may make arrangements with the local utility to obtain water from the hydrant. The CONTRACTOR shall meter all potable water used and the cost of purchasing water should be included in the unit cost to drill. For those sites without a potable supply in proximity it shall be the CONTRACTOR's responsibility to provide a means of delivering the water to the work sites or, with DISTRICT approval, construct a temporary supply well at the CONTRACTOR's expense.

C. DRILLING METHODS

Pilot hole drilling and reaming shall be conducted by mud-rotary method, as specified in Part 1 of this Section. Deviation surveys of either the pilot or reamed borehole shall be conducted every 60 feet if requested by the DISTRICT or GEOLOGIST.

D. DRILLING FLUIDS

Fluid for mud-rotary circulation shall be a mixture of potable water and high-grade bentonite unless other types of drilling fluid or fluid additives have been approved in advance by the GEOLOGIST or the DISTRICT. All drilling additives must be NSF/ANSI 60 Certified for use in public supply wells.

The CONTRACTOR shall maintain proper mud density and uphole velocity for the formation being drilled. The borehole should be prepared for casing installation by continuing fluid circulation until cuttings have been completely removed from the borehole and the drilling fluid is uniform. Excessive mud thickening should be corrected prior to casing installation. Care should

be taken to prevent swabbing due to high mud viscosity or high gel strength when the drill string is tripped in or out of the hole. Swabbing in unconsolidated formations can result in the loss of built-up mudcake or borehole collapse.

E. CUTTINGS, DRILLING FLUID, AND FORMATION WATER DISPOSAL

1. Unless otherwise approved by the DISTRICT, drill cuttings and fluids from mud-rotary drilling shall be removed from the construction sites and disposed at an approved location. The CONTRACTOR shall furnish to the GEOLOGIST, prior to beginning construction, the name and location of the disposal site along with documentation that the site has been approved by the appropriate regulatory agencies. Fluids displaced from the borehole during cementing operations shall be considered excess drilling fluid and shall also be disposed in an approved manner. All disposal costs shall be included in the price of the well.
2. If necessary, formation fluids from well development shall be treated to remove suspended solids (e.g. settling tank, silt fence, hay bales, etc.) and then discharged, with DISTRICT approval, to a local storm water catch basin or on-site detention pond. In all cases, a discharge point manifold arrangement shall be emplaced in order to eliminate erosion or any other impact to soil, vegetation, wildlife or create any hazard. For purpose of the Bid, the CONTRACTOR should assume that the discharge point will be located up to 500 feet from the drill site.

F. CEMENTING PROCEDURES

The CONTRACTOR will prepare and submit a site-specific grouting plan that describes the approach to cementing the well casing, as well as any anticipated back-plugging or abandonment of the borehole. The grout plan will be reviewed and approved by the DISTRICT prior to proceeding. The plan will indicate whether grouting will be performed in one single lift or in stages. Adequate details and calculations shall be included to support the grouting method and the final integrity of the well casings.

In particular, unless an agreeable alternative is proposed and approved, the cementing of the final well casing shall be accomplished in stages by means of a collarless tremie pipe. Before each cementing stage, the CONTRACTOR shall tag the top of the cement emplaced in the previous stage with a collarless tremie pipe and recondition the mud to assure proper mud displacement by the cement.

Grouting shall be undertaken using ASTM Type II neat Portland cement. The neat cement may have up to 5% bentonite added. The CONTRACTOR shall maintain the bottom of the tremie pipe within the placed cement at all times during grouting until cement stage is complete and cement in tremie tubing has been displaced. The CONTRACTOR shall take appropriate measures to avoid exceeding the allowable collapse and burst pressures of the casing during installation and cementation, taking into account the heat of hydration produced during grout setup. The CONTRACTOR shall use tremie pipe that has a burst pressure rating consistent with pressure levels anticipated during the grouting process. CONTRACTOR shall notify the GEOLOGIST or DISTRICT immediately of any sudden pressure drops during the pumping of grout.

Maximum cement stages shall not exceed 100 linear feet without prior approval of the GEOLOGIST or DISTRICT. The CONTRACTOR shall pump only the theoretical amount of cement for each stage unless prior approval of the GEOLOGIST or DISTRICT. The

CONTRACTOR should exercise his own professional judgment to determine if cement stages less than the maximum values listed above should be applied. Procedures for each stage of cementing shall be continuous.

It may be necessary to plug back a portion of a borehole with cement. In such cases, cementing shall be done through a collarless tremie pipe positioned slightly above the bottom of the borehole or top of the previous cement stage. The CONTRACTOR shall determine the volume of cement that shall be used in each grout stage and the number of stages required to back-plug only the portion of the borehole specified by the GEOLOGIST or DISTRICT.

G. WELL DEVELOPMENT

Well development shall be performed after each well is drilled. The CONTRACTOR shall utilize an approved method to develop the wells until the discharge water is free of sediments and turbidity as determined by the GEOLOGIST or DISTRICT.

For screened wells, the surge block method of development shall be utilized unless an alternate method is approved by the DISTRICT. A surge block shall be used alternatively with a pump and/or bailer so that the material that has been agitated and loosened by the surging action is removed. Each well shall be developed by the cycle of surging and pumping/bailing until the water is clear and sediment-free. The surging procedures are applied to loosen bridges and move material toward the well intake. The surge block assembly shall be of sufficient weight to free-fall through the water in the borehole and create an outward surge. The surge block shall permit some of the fluid to bypass the block on the downward stroke around the perimeter of the surge block and/or through a bypass valve.

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

The CONTRACTOR shall complete development by furnishing and developing the well with a low-capacity submersible or centrifugal pump. Pumping rates should be adjustable to allow maximum discharge during development while maintaining the water level in the well above the top of the well screen. The well shall be repeatedly surged during this process. A means by which to estimate the flow rate during well development shall be provided by the CONTRACTOR. The CONTRACTOR shall furnish a calibrated turbidity meter and periodically sample the pump discharge for turbidity to determine when adequate development has been achieved to the satisfaction of the DISTRICT or GEOLOGIST. When needed, the CONTRACTOR shall have mechanism set up for GEOLOGIST to measure the pumping water level and obtain water quality samples at any time during well development. These results shall be recorded in the CONTRACTOR's Daily Log.

H. WELLHEAD SECURITY

At all times during well construction, the CONTRACTOR shall use reasonable precautions to prevent either tampering with the well or the entrance of foreign material into the well/borehole. Site fencing shall be erected, as needed, to restrict access to the wellhead and work area. When flowing conditions are encountered, the well shall be contained at all times to prevent

uncontrolled flow. The well shall be sealed at the end of the work day to prevent any potential wildlife or other biological entrance.

PART 5 - DATA ACQUISITION

A. WATER LEVEL MONITORING

While on-site, water level measurements shall be taken by the CONTRATOR on completed wells using an electric water level probe having not less than 200 feet of cable marked in increments of 0.01 foot. The CONTRACTOR shall furnish an electronic type of measuring device and record the static water level in completed wells at the beginning and end of each drilling day. Estimates of drilling fluid levels in open boreholes should be made during well construction when not circulating mud. These results shall be recorded in the CONTRACTOR's Daily Log.

B. FORMATION SAMPLES

One set of formation samples (drill cuttings) shall be collected at 10-foot intervals and at every formation change during the construction of each well. Bagging over shorter intervals may be specified by the DISTRICT or GEOLOGIST in cases where significant lithologic changes occur. Samples shall be preserved in cloth sample sacks furnished by the CONTRACTOR and plainly marked with the well identification number and depth below land surface from which they were collected. The CONTRACTOR shall obtain the samples, provide acceptable facilities for storage of samples while they remain on site, and deliver them to the GEOLOGIST or the DISTRICT. Samples shall be of such volume that they can later be divided into two sets.

C. GEOPHYSICAL LOGGING

The CONTRACTOR shall obtain qualified personnel to perform the borehole geophysical logging. The name and qualifications of the SUBCONTRACTOR or in-house personnel that will perform the logging shall be provided by the CONTRACTOR with the Bid.

A standard suite of geophysical logs shall include caliper, natural gamma, spontaneous potential (SP), single-point resistance (SPR) and short and long normal electrical resistivity (8/16/32/64). Multiple logging events may be needed per well. The borehole shall be prepared and conditioned prior to logging to ensure that it is open and can be logged with a minimum of delay. Tool runs for all logs shall be made through the entire borehole.

An electronic copy of each geophysical log shall be provided to the GEOLOGIST and the DISTRICT on the day logging is performed. The GEOLOGIST and DISTRICT shall each be provided with additional hard copies of each log and one copy of each log in electronic (LAS, ASCII) and PDF format with the As-Built Well Schematic.

PART 6 - MATERIAL SPECIFICATIONS

A. GENERAL

The minimum standards described in the following **Material Specifications** shall apply to all well construction activities.

B. WELL CASING AND SCREEN

Final casings shall be new, 4-inch SCH 40 threaded PVC, or approved equivalent, that meets NSF standards for use in potable aquifers and conforms to ASTM F-480, latest version. Screen shall be new, 4-inch SCH 40 PVC, 0.010-inch slot provided in 10-ft sections. Screen interval lengths shall be determined in the field by the GEOLOGIST or DISTRICT based on collected hydrogeologic data and geophysical logs. Casing and screen specifications, including material weight and size, rated working pressures, resistance to hydraulic collapse pressures, and tensile strength shall be provided to the DISTRICT for review and approval.

C. CENTRALIZERS

Casing and screen for all wells shall be fitted with hinged centralizers (Halliburton Model S-4, or equivalent) meeting API Specification 10D at 0, 90, 180, and 270 degrees around the casing at each position. Centralizers shall be fastened to the casing using clamps or screws provided by the manufacturer and shall not penetrate the casing material. Unless otherwise approved by the DISTRICT, centralizers shall be placed directly below casing joints as follows:

One set at the bottom of the well screen.

One set 10 feet above the well screen.

One set at 40 feet intervals above the centralizer placed at 10 feet above the well screen.

One set at 20 feet below land surface.

All centralizers shall be in a precise vertical alignment, one above the other, to allow for the placement of a tremie pipe in the annulus and have sufficient size and strength to keep the casing centered in the borehole. The cost for centralizers shall be included in the unit price for casing installation.

D. SAND FILTER PACK AND BENTONITE SEAL

The CONTRACTOR shall use only clean 20/30 grade silica sand as filter material opposite the PVC well screen. The 20/30 filter sand around the screen and sump shall extend from the bottom of the borehole to approximately two to three feet above the top of the screened interval. The filter pack shall be capped with a two-foot bentonite seal and allowed one hour to hydrate. If requested by the GEOLOGIST or DISTRICT, CONTRACTOR shall pump or surge the well to ensure filter pack is properly seated prior to adding bentonite seal.

E. CEMENT

Cement shall be used for all grouting of casings and hole plugging. Casing grout shall be ASTM Type II (API Class B) neat Portland cement mixed with six (6) gallons of water per sack of cement.

Cement additives with NSF60 approval may be used to regain lost-circulation, if approved in advance by the GEOLOGIST and DISTRICT. Organic polymers, peanut shells, and cotton seed

hulls shall not be used as lost circulation materials. All grout mixtures shall be approved by the GEOLOGIST or DISTRICT in advance of placement. Up to 5% bentonite may be added to neat cement grouts. The unit cost for casing installation shall include grouting and all cement additives and lost circulation materials.

PART 7 - WELL COMPLETION

Unless otherwise specified, all wells shall be completed as follows: A steel surface protector shall be placed around the well casing. The top of the surface protector shall be positioned approximately three (3) feet above pad level, based on grade-level pad, and finished with a lockable steel protective lid. The final casing shall be finished inside and approximately 6-inches below the top of the surface protector and sealed with a locking compression cap. A 2'x2'x4" concrete well pad shall be placed at grade level with the well centered inside the pad. The protective casing shall have a drain hole near the cement pad so water will not accumulate in the protective casing. The space between the protective casing and the PVC well casing shall be filled with coarse sand to approximately six inches below the top of the PVC casing.

The CONTRACTOR shall furnish all labor, materials, and equipment required to complete the wells as specified.

END OF SECTION

Figure 1. Proposed Site Location Map

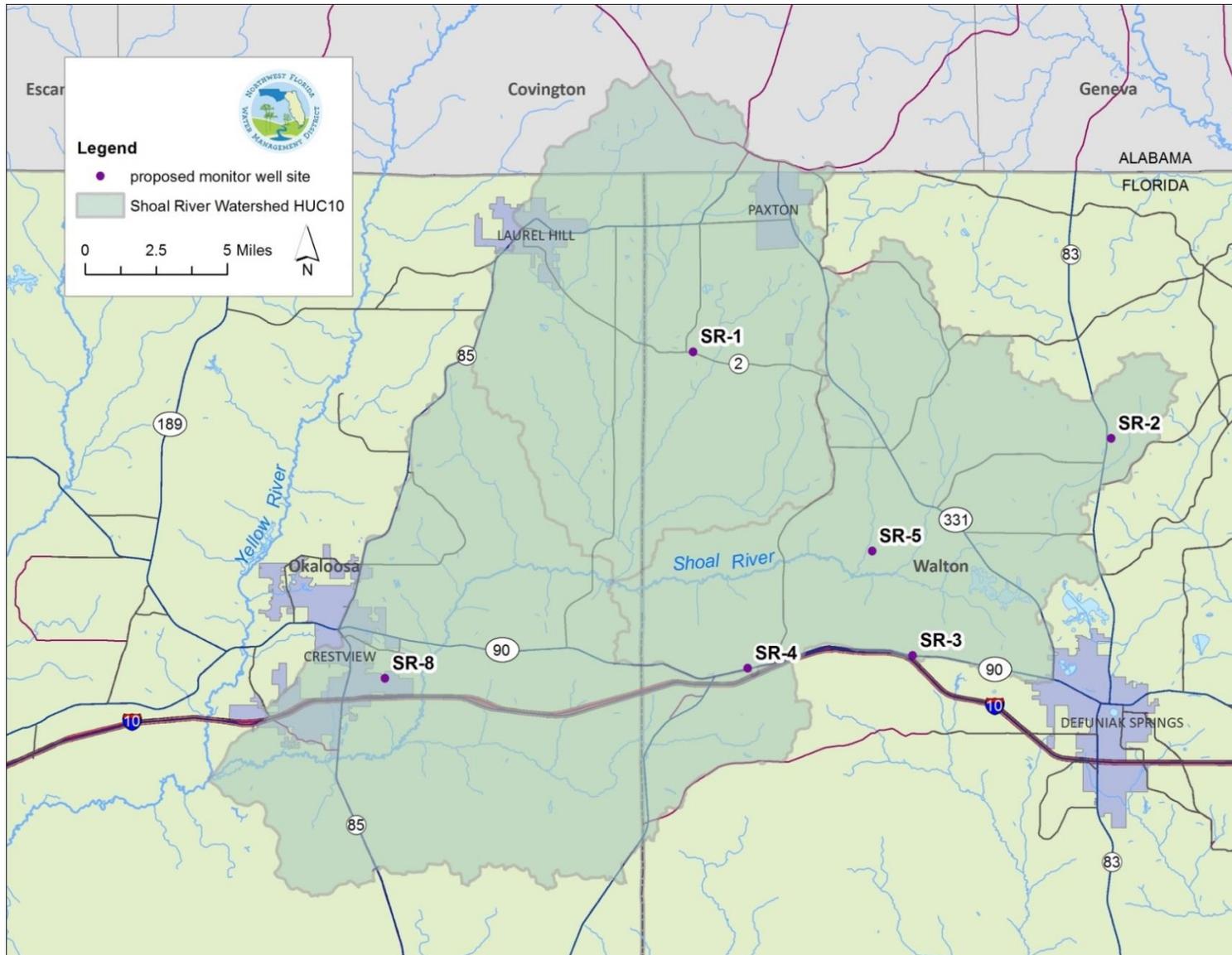


Figure 2A. Proposed Shoal River Site SR-1 (Children's Home Community Center)



Figure 2B. Proposed Shoal River Site SR-1 drilling area close up



Figure 3A. Proposed Shoal River Site SR-2 (Walton County Fire & Rescue Station 61)

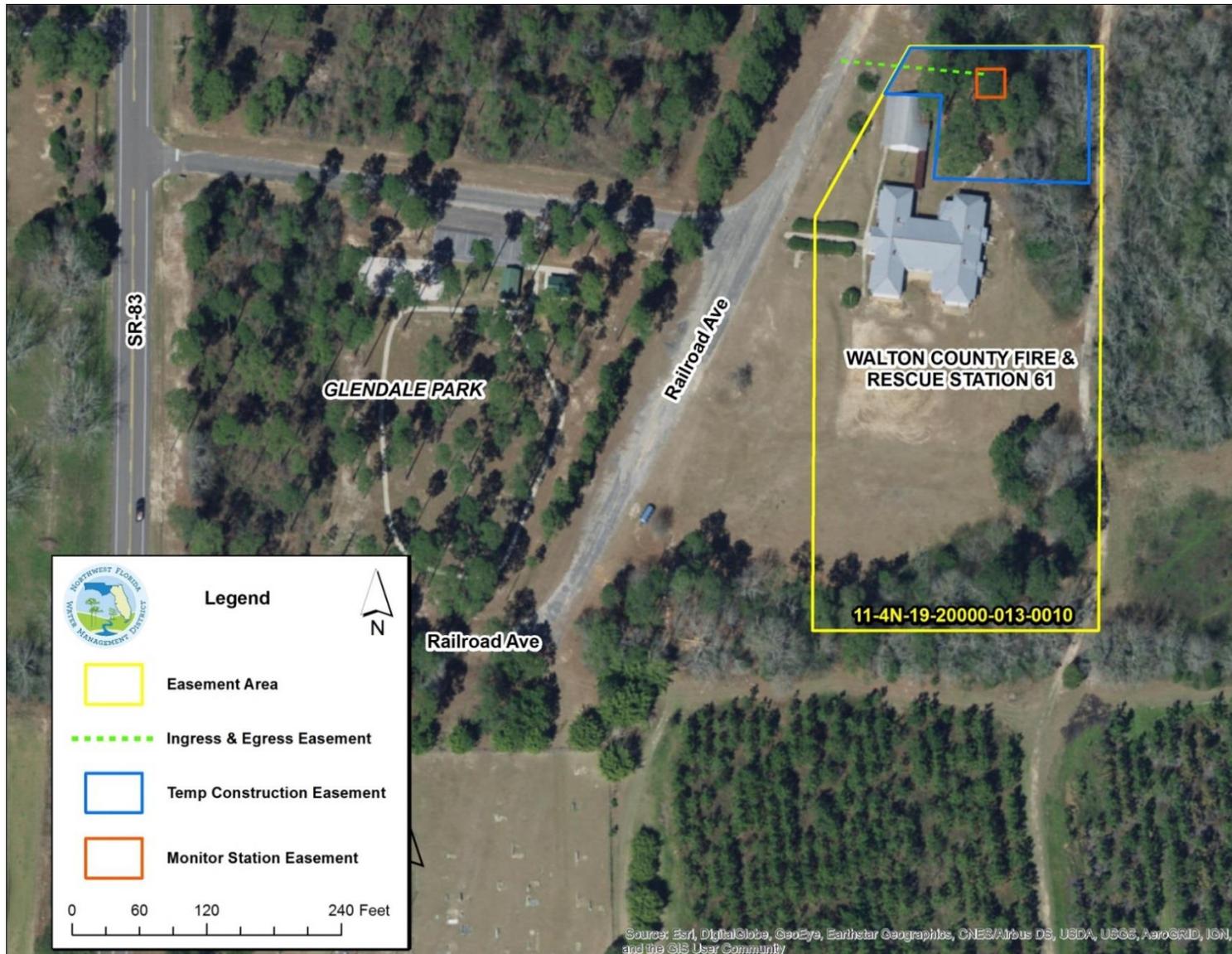


Figure 3B. Proposed Shoal River Site SR-2 drilling area close up





Figure 4A. Proposed Shoal River Site SR-3 (Walton County Property)

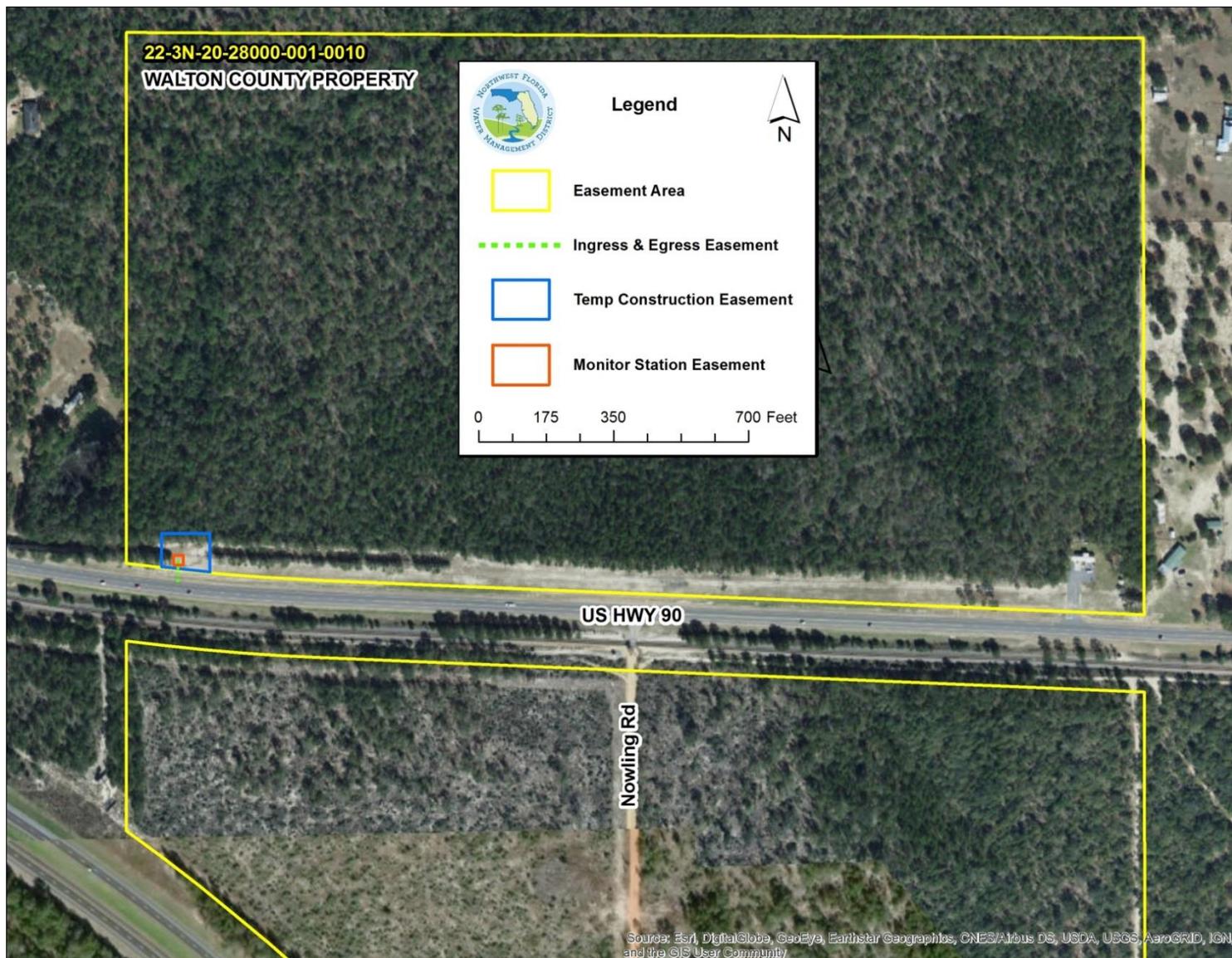


Figure 4B. Proposed Shoal River Site SR-3 drilling area close up



Figure 5A. Proposed Shoal River Site SR-4 (Mossy Head Park/Walton Fire and Rescue)

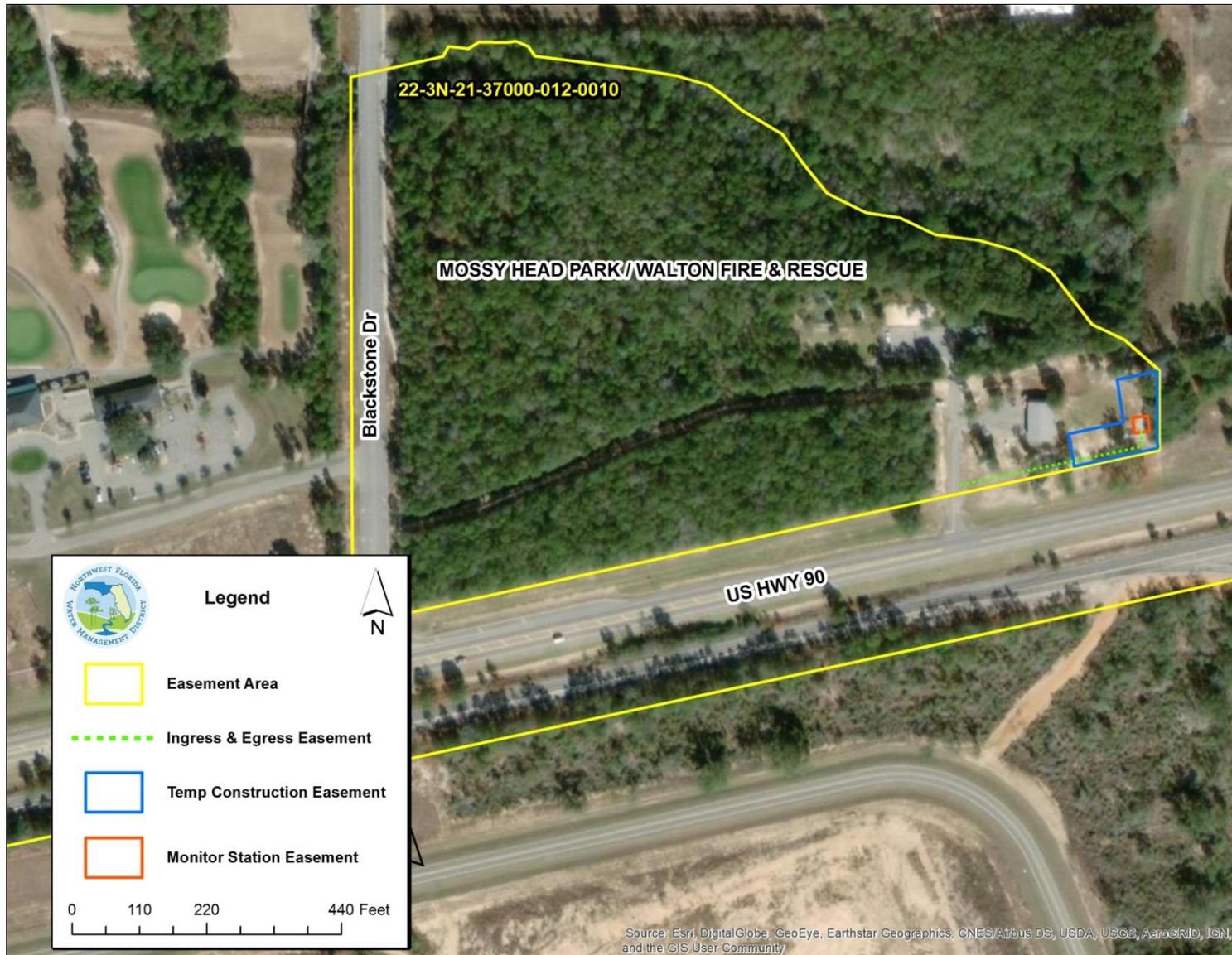


Figure 5B. Proposed Shoal River Site SR-4 drilling area close up



Figure 6A. Proposed Shoal River Site SR-5 (Turkey Creek Sand Pit)

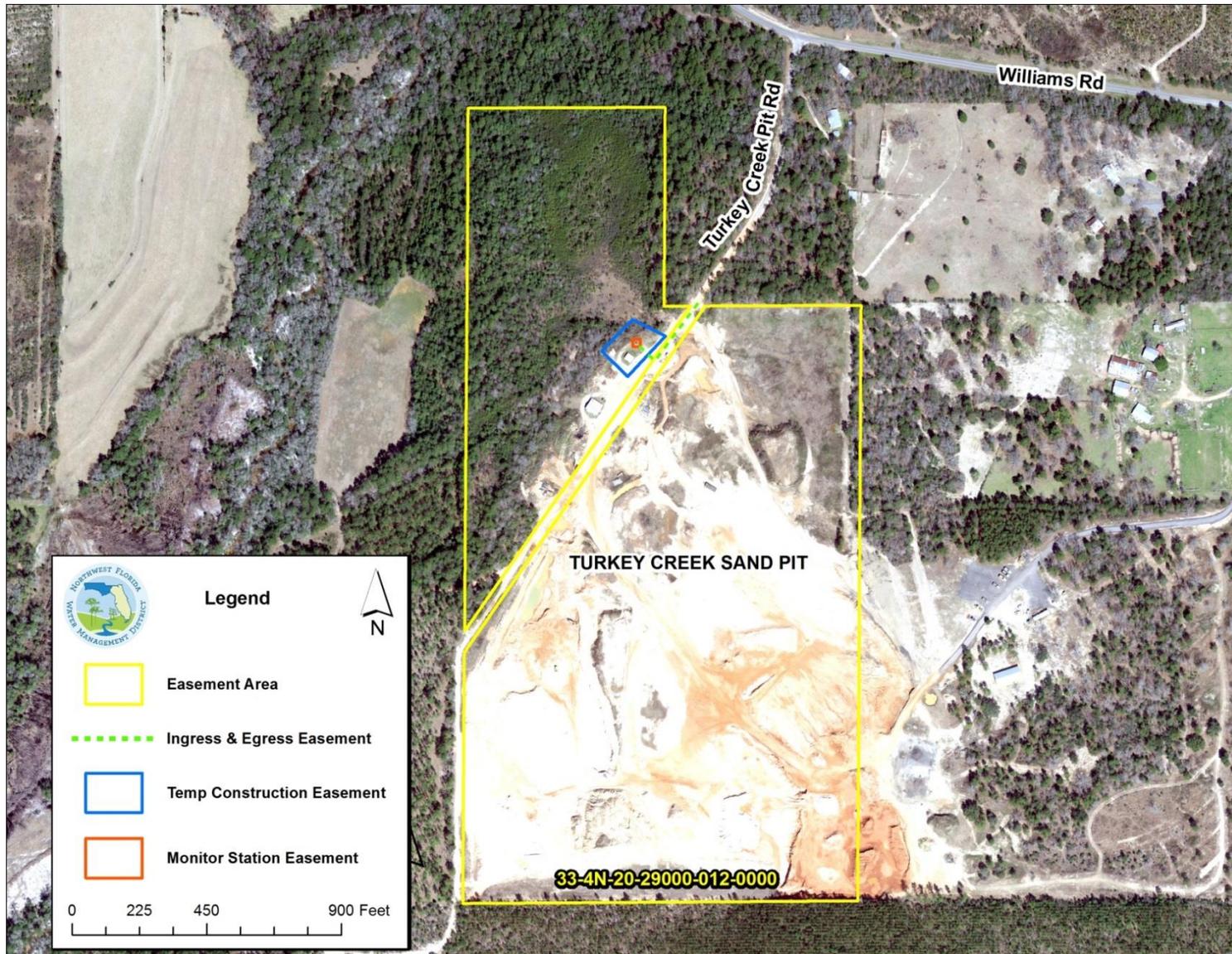


Figure 6B. Proposed Shoal River Site SR-5 drilling area close up

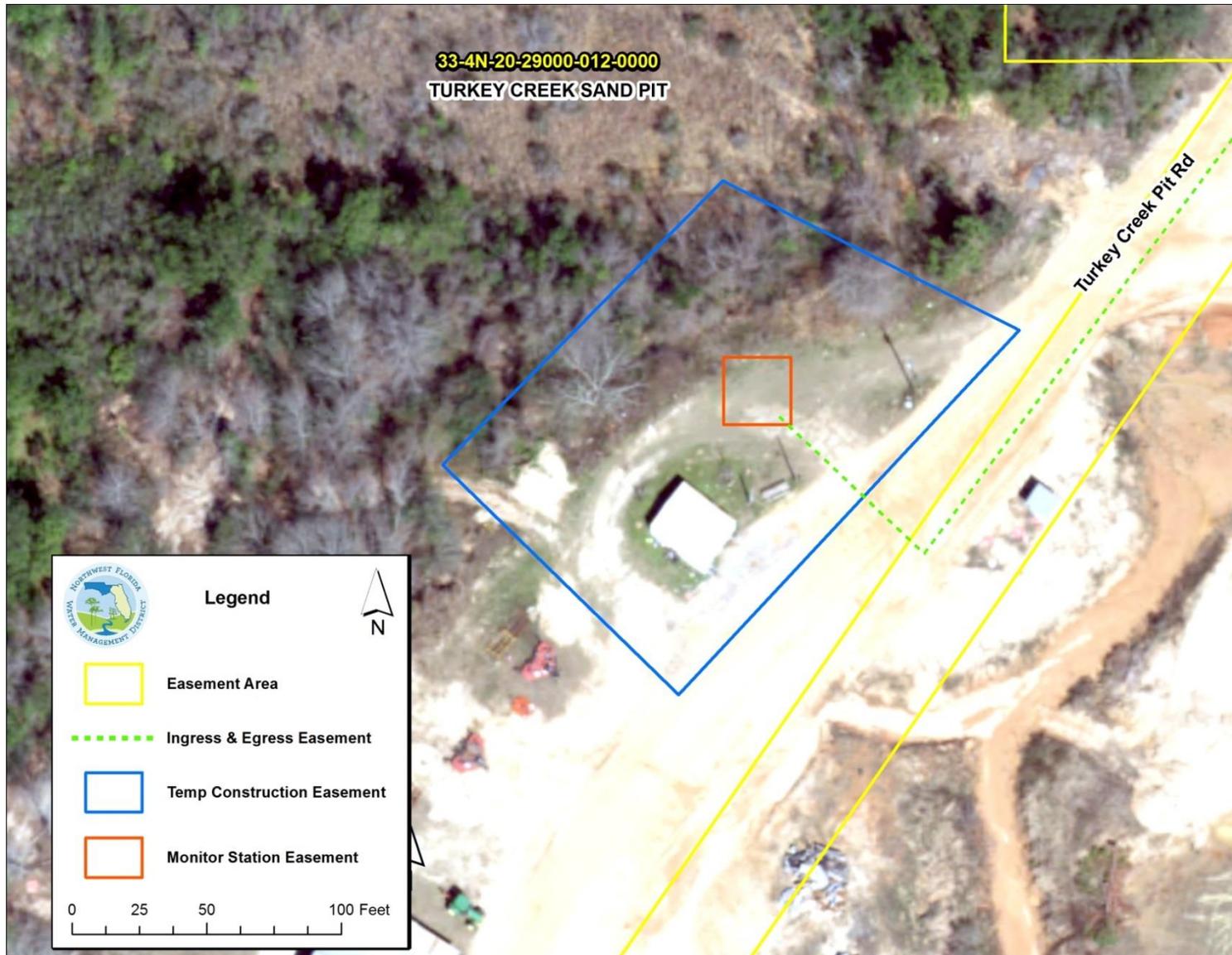


Figure 7A. Proposed Shoal River Site SR-8 (Shoal River Middle School)

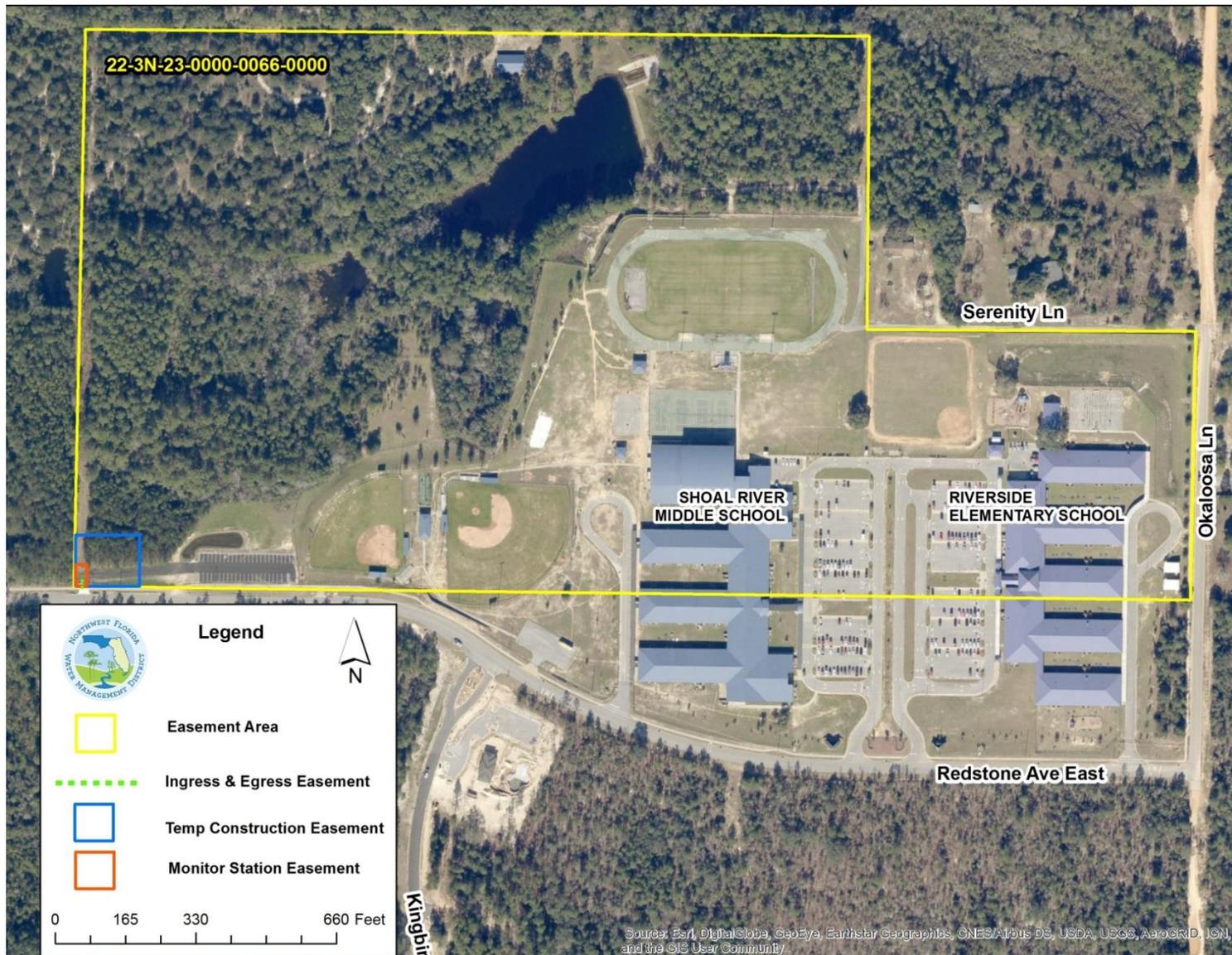


Figure 7B. Proposed Shoal River Site SR-8 drilling area close up

