

STANDARD FIXED PRICE AGREEMENT BETWEEN COUNTY AND CONTRACTOR

This Standard Fixed Price Contract Between County and Contractor (this "Agreement"), made by and between Marion County, a political subdivision of the State of Florida, located at 601 SE 25th Ave, Ocala, FL 34471 (hereinafter referred to as the "COUNTY") and **AC Schultes of Florida, Inc. d/b/a/ Rowe Drilling**, located at 11865 US Highway 41 South, Gibsonton, FL 33534, possessing FEIN# 14-1871186, (hereinafter referred to as the "CONTRACTOR") under seal for **Marion Oaks #4 and Summerqlen Water Treatment Plants Potable Wells Construction** (hereinafter referred to as the "Project"). COUNTY and CONTRACTOR (singularly referred to as "Party", collectively "Parties") hereto agree as follows:

SECTION 1 THIS AGREEMENT AND THE CONTRACT DOCUMENTS

A. EFFECTIVE DATE

The agreement between COUNTY and CONTRACTOR, of which this Agreement is a part, consists of the Contract Documents defined herein. This Agreement shall be effective on the last signature date set forth below.

B. THE CONTRACT DOCUMENTS

1. The Contract Documents are defined as this Agreement with all its special terms and conditions, if any, the Specifications, the Drawings, all Change Orders and Field Orders issued hereafter, any other amendments hereto executed by the Parties hereafter, together with the following (if any):

Marion County Bid # 26B-081 - Marion Oaks #4 and Summerqlen Water Treatment Plants Potable Wells Construction, the Offer, Project Bid Scope and/or Specifications, Plans and drawings, Any/all Addenda as issued in support of this Bid, Recorded Bonds as required, Certificate of Insurance and Notice to Proceed

2. CONTRACTOR acknowledges receipt of a copy of each and every Contract Document.
3. The Contract Documents, and each item therein, shall remain the property of COUNTY. CONTRACTOR shall have the right to keep one record set of the Contract Documents upon completion of the Project.
4. Should any conflict arise between the contract documents and this Agreement, the terms of this Agreement shall govern.

C. ENTIRE AGREEMENT

The Contract Documents form the entire integrated agreement between the Parties for the Project that supersedes prior negotiations, representations or agreements either written or oral. This Agreement may be amended or modified only by a writing.

D. THE PRICE

COUNTY shall pay, and CONTRACTOR shall accept, as full and complete payment for all of the Work required and defined herein, the sum of **One Million, Three Hundred Seventy-Seven Thousand, Nine Hundred Fifty and 00/100 (\$1,377,950.00) based on unit pricing set forth in the Schedule of Values, Exhibit A, hereto**, (the "Price"). The Price shall not be modified except by Change Order as provided in this Agreement.

E. NO PRIVITY WITH OTHERS

Nothing contained in the Contract Documents shall create, or be interpreted to create privity or any other contractual agreement between COUNTY and any other person or entity other than CONTRACTOR.

F. INTENT AND INTERPRETATION

1. The intent of this Agreement is to require complete, correct and timely execution of the Work. Any Work that may be required implied or inferred by the Contract Documents, or any one or more of them, as necessary to produce the intended result shall be provided by CONTRACTOR for the Price.
2. This Agreement is intended to be an integral whole and shall be interpreted as internally consistent. What is required by any one Contract Document shall be considered as required by this Agreement.
3. When a word, term or phrase is used in this Agreement, it shall be interpreted or construed, first as defined herein; second, if not defined, according to its generally accepted meaning in the construction industry; and third, if there is no generally accepted meaning in the construction industry, according to its common and customary usage.
4. The words "include," "includes," or "including," as used in this Agreement, shall be deemed to be followed by the phrase, "without limitation."
5. The specification herein of any act, failure, refusal, omission, event, occurrence, or condition as constituting a material breach of this Agreement shall not imply that any other, non-specified act, failure, refusal, omission, event, occurrence or condition shall be deemed not to constitute a material breach of this Agreement.
6. Words or terms used as nouns in this Agreement shall be inclusive of their singular and plural forms, unless the context or their usage clearly requires a contrary meaning.
7. CONTRACTOR shall have a continuing duty to read, carefully study and compare each of the Contract Documents, the Shop Drawings and the Product Data and shall give written notice to COUNTY of any inconsistency, ambiguity, error or omission which CONTRACTOR may discover with respect to these documents before proceeding with the affected Work. The issuance, or the express or implied approval by COUNTY, or the Architect and/or Engineer, of the Contract Documents, Shop Drawings or Product Data, shall not relieve CONTRACTOR of the continuing duties imposed hereby, nor shall any such approval be evidence of CONTRACTOR's compliance with this Agreement.
8. COUNTY has requested the Architect and/or Engineer to prepare documents for the Project, including the Drawings and Specifications for the Project, which are accurate, adequate, consistent, coordinated and sufficient for construction. HOWEVER, COUNTY MAKES NO REPRESENTATION OR WARRANTY OF ANY NATURE WHATSOEVER TO CONTRACTOR CONCERNING SUCH DOCUMENTS. By the execution hereof, CONTRACTOR acknowledges and represents that it has received, reviewed and carefully examined such documents, has found them to be complete, accurate, adequate, consistent, coordinated and sufficient for construction, and that CONTRACTOR has not, does not, and will not rely upon any representation or warranties by COUNTY concerning such documents as no such representation or warranties have been or are hereby made.
9. As between numbers and scaled measurements on the Drawings and in the Design, the numbers shall govern; as between larger scale and smaller scale drawings, the larger scale shall govern.
10. Neither the organization of any of the Contract Documents into divisions, sections, paragraphs, articles, (or other categories), nor the organization or arrangement of the Design, shall control CONTRACTOR in dividing the Work or in establishing the extent or scope of the Work to be performed by subcontractors defined herein.

G. OWNER OF CONTRACT DOCUMENTS

The Contract Documents, and each of them, shall remain the property of COUNTY. CONTRACTOR shall have the right to keep one record set of the Contract Documents upon completion of the Project.

SECTION 2 THE WORK

A. Definition of "Work."

The term "Work" shall mean whatever is done by or required of CONTRACTOR to perform and complete its duties under the Contract Documents, including the following: construction of the whole or a designated part of the Project; furnishing of any required surety bonds and insurance; and the provision or furnishing of labor, supervision, services, materials, supplies, equipment, fixtures,

appliances, facilities, tools, transportation, storage, power, permits and licenses required of CONTRACTOR, fuel, heat, light, cooling and all other utilities as required by this Agreement.

- B. The Work to be performed by CONTRACTOR is generally described in 26B-081 Marion Oaks #4 and Summerglen Water Treatment Plants Potable Wells Construction, ACCORDING TO THE PLANS AND SPECIFICATIONS FURNISHED BY COUNTY.

SECTION 3 TIME

A. **Time is of The Essence.**

All limitations of time set forth in the Contract Documents are of the essence for all performance obligations in this Agreement.

SECTION 4 SUBSTANTIAL COMPLETION

A. **Definition of "Substantial Completion."**

"Substantial Completion" shall mean the stage in the progression of the Work when Work is sufficiently complete, in accordance with this Agreement, that COUNTY can enjoy beneficial use or occupancy of the Work and can utilize the Work for its intended purpose.

B. **Punch List.**

When CONTRACTOR believes that the Work is substantially complete, CONTRACTOR shall submit to the Architect and/or Engineer a list of items to be completed or corrected ("Punch List Items").

C. **Certificate of Substantial Completion.**

When the Architect and/or Engineer on the basis of an inspection determines that the Work is in fact substantially complete, it will prepare a Certificate of Substantial Completion which shall establish the date of Substantial Completion, shall state the responsibilities of COUNTY and CONTRACTOR for Project security, maintenance, heat, utilities, damage to the Work, and insurance, and shall fix the time within which CONTRACTOR shall complete the items listed therein.

D. **Payment at Substantial Completion.**

The Certificate of Substantial Completion shall be submitted to COUNTY and CONTRACTOR for their written acceptance of the responsibilities assigned to them in such certificate. Upon such acceptance, Substantial Completion of the Work and execution by both COUNTY and CONTRACTOR of the Certificate of Substantial Completion, COUNTY shall pay CONTRACTOR an amount sufficient to increase total payments to CONTRACTOR to one hundred percent (100%) of the Price less one hundred percent (100%) of the reasonable cost as determined by COUNTY and the Architect and/or Engineer for completing all incomplete Work, correcting and bring into conformance all defective and nonconforming Work, and handling all unsettled claims.

E. **Time and Liquidated Damages.**

1. CONTRACTOR shall commence Work on the start date set forth in the NOTICE TO PROCEED (the "Start Date"). CONTRACTOR shall be issued the NOTICE TO PROCEED AFTER ALL CONTRACT DOCUMENTS ARE FILED AND RECORDED TO COUNTY'S SATISFACTION AND PERMITS ISSUED. CONTRACTOR shall achieve Substantial Completion of the Work **no later than 360 Calendar Days from the Notice to Proceed date**. The number of calendar days from the Start Date through the date set forth for Substantial Completion, shall constitute the "Time."
2. Failure to complete Work within the Time will cause the charge of liquidated damages per calendar day of delay. At the Pre-Construction Conference, CONTRACTOR shall submit a schedule for performing the Work. The schedule shall be within the Time allotted for this Project and shall include tentative dates of performance. Time shall begin from the Start Date noted on the Notice to Proceed.

**SECTION 5
FINAL COMPLETION**

A. Definition of “Final Completion.”

Final Completion is defined as having all Work completed, all Punch List Items corrected, final inspection completed and accepted by COUNTY. CONTRACTOR shall achieve Final Completion no later than **390 Calendar** days from the start date noted on the Notice to Proceed.

B. Certificate for Payment.

When all of the Work is finally complete and CONTRACTOR is ready for a final inspection, CONTRACTOR shall notify COUNTY and the Architect and/or Engineer thereof in writing. Thereupon, the Architect and/or Engineer will make final inspection of the Work and, if the Work is acceptable under the Contract Documents and this Agreement has been fully performed, the Architect and/or Engineer will promptly issue a final Certificate for Payment certifying to COUNTY that the Project is complete and CONTRACTOR is entitled to the remainder of the unpaid Price (including retainage, if any), less any amount withheld pursuant to this Agreement. If the Architect and/or Engineer is unable to issue its final Certificate for Payment and is required to repeat its final inspection of the Work, CONTRACTOR shall bear the cost of such repeat final inspection(s) which may be deducted by COUNTY from CONTRACTOR's final payment.

C. Time and Liquidated Damages.

1. CONTRACTOR or CONTRACTOR's surety, if any, shall pay COUNTY liquidated damages; the sum of **\$500** per day for each and every calendar day of unexcused delay in achieving Final Completion beyond the date set forth herein for Final Completion of the Work. Any sums due and payable hereunder by CONTRACTOR shall be payable, not as a penalty, but as liquidated damages representing an estimate of delay damages likely to be sustained by COUNTY.
2. When COUNTY reasonably believes that Final Completion will be inexcusably delayed, COUNTY shall be entitled, but not required, to withhold from any amounts otherwise due CONTRACTOR, an amount then believed by COUNTY to be adequate to recover liquidated damages applicable to such delays, if any. When CONTRACTOR overcomes the delay in achieving Final Completion, or any part thereof, for which COUNTY has withheld payment, COUNTY shall promptly release to CONTRACTOR those funds withheld, but no longer applicable, as liquidated damages.

D. Final Payment.

CONTRACTOR shall not be entitled to final payment until this Agreement is closed out requiring completion by CONTRACTOR and acceptance by COUNTY of the Work and all corrected Punch List Items; Final Inspection completed; and COUNTY's receipt of the following: CONTRACTOR's final Application for Payment requesting release of retainage (if any); CONTRACTOR's affidavit affirming that all payrolls, invoices for materials and equipment, and other liabilities connected with the Work for which COUNTY, or COUNTY's property might be responsible, have been fully paid or otherwise satisfied; Waivers of Right to Claim Against the Payment Bond (Final Payment) from all subcontractors, as defined in Section 713.01, F.S., who performed Work on the Project; As-Built Survey; and, as applicable, all OEM Manuals; spare parts; all video of area worked on; all FDEP Clearance for Water and/or Sewer; all testing documents/reports received for any and all ROW Inspections completed and accepted; and, all testing of machinery warranty letters/affidavits.

SECTION 6 INSURANCE

A. No Waiver.

Neither approval by COUNTY, nor failure to disapprove by COUNTY, the insurance furnished by CONTRACTOR, shall relieve CONTRACTOR of its full responsibility for the performance of any obligation, including CONTRACTOR's indemnification of COUNTY under this Agreement.

B. Insurance.

Until Project completion and all Work accepted by COUNTY, insurance policies shall be with a company or companies authorized to do business in the State of Florida. COUNTY shall be notified if any policy limit has eroded to one half its annual aggregate. CONTRACTOR shall provide, within the timeframe noted in the Award Letter, a Certificate of Insurance, issued by a company authorized to do business in the State of Florida and with an A.M. Best Company rating of at least A-. Self-Insured companies that cannot be rated, will also be considered. All policies must include all requirements listed below, reference the project number and show Marion County as additional insured. The Certificate should also provide for 30-day cancellation notice to the Procurement Director's address, set forth herein.

1. WORKERS COMPENSATION AND EMPLOYER'S LIABILITY

Coverage to apply for all employees at STATUTORY Limits in compliance with applicable State and Federal laws.

- Employer's Liability limits for not less than \$100,000 each accident \$500,000 disease policy limit and \$100,000 disease each employee must be included.
- CONTRACTOR, and its insurance carrier, waives all subrogation rights against Marion County, a political subdivision of the State of Florida, its officials, employees and volunteers for all losses or damages which occur during the contract and for any events occurring during the contract period, whether the suit is brought during the contract period or not.
- COUNTY requires all policies to be endorsed with WC00 03 13 Waiver of our Right to Recover from others or equivalent.

2. COMMERCIAL GENERAL LIABILITY

Coverage must be afforded under a Commercial General Liability policy with limits not less than

- \$1,000,000 each occurrence for Bodily Injury, Property Damage and Personal and Advertising Injury
- \$2,000,000 each occurrence for Products and Completed Operations

3. BUSINESS AUTOMOBILE LIABILITY

Coverage must be afforded including coverage for all Owned vehicles, Hired and Non-Owned vehicles for Bodily Injury and Property Damage of not less than \$500,000 combined single limit each accident.

- In the event CONTRACTOR does not own vehicles, CONTRACTOR shall maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

SECTION 7 RETAINAGE

A. Retainage amounts for construction services shall be in accordance with Section 218.735, F.S.

B. For contracts in excess of Two Hundred Thousand Dollars (\$200,000), COUNTY may retain from each progress payment made to CONTRACTOR an amount not exceeding five (5%) percent of the payment as retainage.

- C. This retainage does not apply to construction services paid for, in whole or in part, with Federal funds and are subject to Federal grantor laws and regulations or requirements that are contrary to any provision of the Local Government Prompt Payment Act, Sections 218.70-218.80, F.S.
- D. Retainage shall be retained until final payment is issued to CONTRACTOR by COUNTY.

SECTION 8 PAYMENT OF THE AGREEMENT PRICE

A. PAYMENT PROCEDURE

COUNTY shall pay the Agreement Price by making progress payments to CONTRACTOR as provided below.

1. Application for Payment.

a. When; Frequency.

After commencement of the Work, and in no event more than once per calendar month, CONTRACTOR shall submit an Application for Payment.

b. Requirements. Each Application for Payment must be:

- 1) For the current work period ending the last working day of the month;
- 2) Received by the Architect and/or Engineer no later than the first calendar day of the following month; and
- 3) In such form and manner, and with such supporting data and content, as COUNTY or the Architect and/or Engineer may require.
- 4) Executed on behalf of CONTRACTOR by its Superintendent designated in Section "16(O)(2)" below.

c. Include; Exclude. The Application for Payment may request payment for:

- 1) That portion of the Agreement Price properly allocable to Agreement requirements including duly provided, labor, materials and equipment correctly incorporated in the Work;
- 2) Plus, that portion of the Agreement Price properly allocable to materials or equipment properly stored on-site (or elsewhere if approved in advance in writing by COUNTY) for subsequent incorporation in the Work; and
- 3) Less, the total amount of previous payments received from COUNTY.

2. Warranties.

a. As to Title. CONTRACTOR warrants that:

- 1) Title to all Work covered by an Application for Payment will pass to COUNTY no later than the time of payment; and
- 2) All Work for which payments have been received from COUNTY shall be free and clear of liens, claims, security interest or other encumbrances in favor of CONTRACTOR or any other person or entity whatsoever.

b. As to the Work. In its Application for Payment, CONTRACTOR warrants that:

- 1) The Work has progressed to the level for which payment is requested in accordance with the Schedule of Values (**Exhibit A**);
- 2) The Work has been properly installed or performed in full accordance with this Agreement; and
- 3) CONTRACTOR knows of no reason why payment should not be made as requested.

3. Review.

Thereafter, the Architect and/or Engineer will review the Application for Payment and may also review the Work at the Project site or elsewhere to determine whether the quantity and quality of the Work is as represented in the Application for Payment and is as required by this Agreement.

4. Certificate for Payment. When all of the Work is finally complete and CONTRACTOR is ready for a final inspection, CONTRACTOR, through its Superintendent designated in Section "16(O)(2)" below, shall notify COUNTY and the Architect and/or Engineer thereof in writing. Thereupon, the Architect and/or Engineer will make final inspection of the Work and, if the Work is acceptable under the Contract Documents and this Agreement has been fully performed, the Architect and/or Engineer will promptly issue a final Certificate for Payment certifying to COUNTY that the Project is complete and CONTRACTOR is entitled to the remainder of the unpaid Agreement Price (including retainage, if any), less any amount withheld pursuant to this Agreement. If the Architect and/or Engineer is unable to issue its final Certificate for Payment and is required to repeat its final inspection of the Work, CONTRACTOR shall bear the cost of such repeat final inspection(s) which cost may be deducted by COUNTY from CONTRACTOR's final payment.

B. Payment; Payment Amount.

1. Following the Architect's and/or Engineers receipt of each Application for Payment, COUNTY shall make progress payments on account of the Agreement Price to CONTRACTOR in accordance with The Local Government Prompt Payment Act (the "Prompt Payment Act"), Sections 218.70-218.80, Florida Statutes (hereinafter "F.S."). Should CONTRACTOR'S construction services be paid for, in whole or in part, with Federal funds, COUNTY'S progress payments shall be subject to Federal grantor laws and regulations or requirements, if contrary to the Prompt Payment Act.
2. Payment for stored materials and equipment shall be conditioned upon CONTRACTOR's proof satisfactory to COUNTY, that COUNTY has title to such materials and equipment and shall include proof of required insurance.
3. The amount of each progress payment shall be the amount certified for payment by the Architect and/or Engineer less such amounts, if any, otherwise owing by CONTRACTOR to COUNTY or which COUNTY shall have the right to withhold as authorized by this Agreement.

C. No Waiver.

1. The Architect's and/or Engineer's certification of CONTRACTOR's Application for Payment is not a waiver and shall not preclude COUNTY from the exercise of any of its rights as set forth herein.
2. No progress payment, nor any use or occupancy of the Project by COUNTY, shall be interpreted to constitute an acceptance of any Work not in strict accordance with this Agreement.
3. Neither COUNTY's review, approval, acceptance or, nor payment for any of the services required shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement; and CONTRACTOR shall be and shall remain liable to COUNTY in accordance with applicable law for all damages to COUNTY caused by CONTRACTOR's performance of any of the services furnished under this Agreement.

D. Payment of Subcontractors.

CONTRACTOR shall promptly pay each subcontractor on account of such subcontractor's work, the amount to which such subcontractor is entitled. In the event COUNTY becomes informed that CONTRACTOR has not paid a subcontractor as herein provided, COUNTY shall have the right, but not the duty, to issue future checks in payment to CONTRACTOR of amounts otherwise due hereunder naming CONTRACTOR and such subcontractor as joint payees. Such joint check procedure, if employed by COUNTY, shall create no rights in favor of any person or entity beyond the right of the named payees to payment of the check and shall not be deemed to commit COUNTY to repeat the procedure in the future.

E. Withheld Payment.

COUNTY may decline to make payment, may withhold funds, and, if necessary, may demand the return of some or all of the amounts previously paid to CONTRACTOR, to protect COUNTY from loss because of:

1. Defective Work not remedied by CONTRACTOR nor, in the opinion of COUNTY, likely to be remedied by CONTRACTOR;
2. Claims of third parties against COUNTY or COUNTY's property or reasonable evidence indicating probable filing of such claims;
3. Failure by CONTRACTOR to pay subcontractors or others in a timely and proper fashion;
4. Evidence that the Work cannot be completed in accordance with the Contract Documents for the unpaid balance of the Agreement Price;
5. Evidence that the Work will not be completed in the time required for Substantial Completion or Final Completion;
6. Persistent failure to carry out the Work in accordance with the Contract Documents; or
7. Damage to COUNTY or a third party to whom COUNTY is, or may be, liable.

F. Demand For Amounts Previously Paid.

In the event that COUNTY makes written demand upon CONTRACTOR for amounts previously paid by COUNTY as contemplated in this Subsection, CONTRACTOR shall promptly comply with such demand.

G. Unexcused Failure To Pay.

If within ten (10) days after the date established herein for COUNTY's payment to CONTRACTOR, without cause or basis hereunder, fails to pay CONTRACTOR any amount then due and payable to CONTRACTOR, then CONTRACTOR may, after seven (7) additional days written notice to COUNTY and the Architect and/or Engineer, and without prejudice to any other available rights or remedies it may have, stop the Work until payment of those amounts due from COUNTY have been received. Any payment not made within ten (10) days after the date due shall bear interest at the rate of one and a half percent (1.5%) per annum.

**SECTION 9
COUNTY**

A. Information, Services and Items Required From County.

COUNTY shall furnish to CONTRACTOR, at the time of executing this Agreement, any and all written and tangible material in its possession concerning conditions below ground at the site of the Project. Such written and tangible material is furnished to CONTRACTOR only in order to make complete disclosure of such material and for no other purpose. By furnishing such material, COUNTY does not represent, warrant, or guarantee its accuracy either in whole, in part, implicitly or explicitly, or at all, and shall have no liability therefore. COUNTY shall also furnish surveys, legal limitations and utility locations (if known), and a legal description of the Project site.

B. Excluding permits and fees normally the responsibility of CONTRACTOR, COUNTY shall obtain all approvals, easements, and the like required for construction and shall pay for necessary assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

C. Right to Stop Work.

If CONTRACTOR persistently fails or refuses to perform the Work in accordance with this Agreement, COUNTY may order CONTRACTOR to stop the Work, or any described portion thereof, until the cause for stoppage has been corrected, no longer exists, or COUNTY orders that Work be resumed. In such event, CONTRACTOR shall immediately obey such order. Failure or refusal to perform the

Work in accordance with this Agreement of failure to obey an order of COUNTY shall be deemed a material breach for which COUNTY may immediately terminate this Agreement.

D. Right to Perform Work.

If CONTRACTOR's Work is stopped by COUNTY, and CONTRACTOR fails within seven (7) days of such stoppage to provide adequate written assurance to COUNTY that the cause of such stoppage will be eliminated or corrected, COUNTY may thereafter, without prejudice to any other rights or remedies COUNTY may have against CONTRACTOR, proceed to carry out the subject Work. In such a situation, an appropriate Change Order shall be issued deducting from the Price the cost of correcting the subject deficiencies, plus compensation for the Architect's and/or Engineer's additional services and expenses necessitated thereby, if any. If the unpaid portion of the Price is insufficient to cover the amount due COUNTY, CONTRACTOR shall promptly pay the difference to COUNTY.

**SECTION 10
CONTRACTOR**

A. CONTRACTOR shall be responsible for the professional quality of services furnished by CONTRACTOR under this Agreement. CONTRACTOR shall, without additional compensation, correct or revise any errors or deficiencies in its services.

B. It is agreed that nothing herein contained is intended or should be construed as in any manner creating or establishing a relationship of copartners between the Parties or as constituting CONTRACTOR, including its officers, employees, and agents, as an agent, representative, or employee of COUNTY for any purpose or in any manner whatsoever. CONTRACTOR is to be and shall remain an Independent Contractor with respect to all services performed under this Agreement.

C. CONTRACTOR affirms its continuing duty to perform no part of the Work at any time without adequate Contract Documents or, as appropriate, approved Shop Drawings, Product Data or Samples for such portion of the Work. If CONTRACTOR performs any of the Work knowing it involves a recognized error, inconsistency or omission in the Contract Documents without such notice to the Architect and/or Engineer, CONTRACTOR shall bear the responsibility for such performance and shall bear the cost of correction.

D. CONTRACTOR shall perform the Work strictly in accordance with this Agreement.

E. CONTRACTOR shall supervise and direct the Work using CONTRACTOR's best skill, effort and attention. CONTRACTOR shall be responsible to COUNTY for any and all acts or omissions of CONTRACTOR, its employees and others engaged in the Work on behalf of CONTRACTOR.

F. Warranty.

CONTRACTOR warrants to COUNTY that all labor furnished to progress the Work under this Agreement will be competent to perform the tasks undertaken, that the product of such labor will yield only first-class results, that materials and equipment furnished will be of good quality and new unless otherwise permitted by this Agreement, and that the Work will be of good quality, free from faults and defects and in strict conformance with this Agreement. All Work not conforming to these requirements may be considered defective. When not specifically identified in the bid documents, the warranty shall commence upon the date of COUNTY's issuance of final payment to CONTRACTOR and shall be for a period of one (1) year.

G. Permits and Fees.

CONTRACTOR shall obtain and pay for all permits, fees and licenses necessary and ordinary for the Work. CONTRACTOR shall comply with all lawful requirements applicable to the Work and shall give and maintain any and all notices required by applicable law pertaining to the Work.

H. Funding Source/ Labor.

1. If construction under this Agreement is funded by State funds, CONTRACTOR shall:

- a. Give preference to the employment of State residents for the performance of the Work on the Project if State residents have substantially equal qualifications to those of non-residents, and
 - b. Post its employment needs in the job bank of the Florida Department of Economic Opportunity.
2. If the Work involves the expenditure of Federal aid funds, this Section shall not be enforced in such a manner as to conflict with or be contrary to Federal law:
 - a. Prescribing a labor preference to honorably discharged soldiers, sailors, or marines
 - b. Prohibiting as unlawful any other preference or discrimination among U.S. citizens.

I. Indemnity.

1. To the fullest extent permitted by law, CONTRACTOR shall hold harmless, defend and indemnify COUNTY, its elected officials, officers, employees, and agents, from and against any fines, suits, claims, demands, penalties, liabilities, losses, settlements, judgments, awards, and expenses, including reasonable attorney's fees and costs (and reasonable attorney's fees and costs on appeal), and damages (including but not limited to actual and consequential damages), which COUNTY, its elected officials, officers, employees, and agents may sustain, or which may be asserted against them, arising out of or allegedly arising out of or related to the activities contemplated by this Agreement, including, without limitation, harm or personal injury to third persons, to the extent attributable to the actions of CONTRACTOR, its agents and/or employees as well as any negligent, willful, or wrongful misconduct, knowing misrepresentation or breach of this Agreement by CONTRACTOR, its agents, and/or employees.
2. In claims against any person or entity indemnified under this Section by an employee of CONTRACTOR, a subcontractor, any one directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this Section shall not be limited by a limitation on amount of type or damages, compensation or benefits payable by or for CONTRACTOR or a subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts. This section shall survive the termination of this Agreement.

**SECTION 11
CONTRACT ADMINISTRATION**

A. The Architect and/or Engineer.

Jones Edmunds & Associates, Inc. is COUNTY's referenced "Architect and/or Engineer." In the event COUNTY should find it necessary or convenient to replace the Architect and/or Engineer, COUNTY shall retain a replacement, and the status of the replacement shall be that of the former Architect and/or Engineer.

B. Architect and/or Engineer Administration.

1. The Architect and/or Engineer, unless otherwise directed by COUNTY in writing, will perform those duties and discharge those responsibilities allocated to the Architect and/or Engineer as set forth in Contract Documents. The Architect and/or Engineer shall be COUNTY's representative from the effective date of this Agreement until the date Architect and/or Engineer issues a final Certificate for Payment. The Architect and/or Engineer shall be authorized to act on behalf of COUNTY only to the extent provided in the Contract Documents
2. COUNTY and CONTRACTOR shall communicate with each other in the first instance through the Architect and/or Engineer.
3. The Architect and/or Engineer shall be the initial interpreter of the requirements of the Contract Documents and the judge of the performance thereunder by CONTRACTOR. The Architect and/or Engineer shall render written or graphic interpretations necessary for the proper execution or progress of the Work with reasonable promptness on request of CONTRACTOR.
4. The Architect and/or Engineer will review CONTRACTOR's Applications for Payment and will certify to COUNTY for payment to CONTRACTOR, those amounts then due CONTRACTOR as provided in this Agreement.
5. The Architect and/or Engineer shall have authority to reject Work that is defective or does not conform to the requirements of the Contract Documents. If the Architect and/or Engineer deems it necessary or advisable, the Architect and/or Engineer shall have authority to require additional inspection or testing of the Work for compliance with the Contract Documents.

6. The Architect and/or Engineer will review and approve, or take other appropriate action as necessary, concerning CONTRACTOR's submittals including Shop Drawings, Product Data and Samples. Such review; approval or other action shall be for the sole purpose of determining conformance with the design concept and information given through the Contract Documents.
7. The Architect and/or Engineer will prepare Change Orders and may authorize minor changes in the Work by Field Order as provided elsewhere herein.
8. The Architect and/or Engineer shall, upon written request from CONTRACTOR, conduct inspections to determine the date of Substantial Completion and the date of Final Completion, will receive and forward to COUNTY for COUNTY's review and records, written warranties and related documents required by the Contract Documents and will issue a final Certificate for Payment upon compliance with the requirements of Contract Documents.
9. The Architect's and/or Engineer's decisions in matters relating to aesthetic effect shall be final if consistent with the intent of this Agreement.

C. Claims by CONTRACTOR.

1. All CONTRACTOR claims shall be initiated by written notice and claim sent to COUNTY and the Architect and/or Engineer. Such written notice and claim must be furnished within seven (7) days after occurrence of the event, or the first appearance of the condition, giving rise to the claim.
2. Pending final resolution of any claim of CONTRACTOR, CONTRACTOR shall diligently proceed with the Work and COUNTY shall continue to make payments to CONTRACTOR in accordance with Contract Documents. The resolution of any claim under this Subsection shall be reflected by a Change Order executed by COUNTY, the Architect and/or Engineer and CONTRACTOR.

D. Claims for Concealed and Unknown Conditions - Should concealed and unknown conditions be encountered in the performance of the Work (a) below the surface of the ground or (b) in an existing structure be at variance with the conditions indicated by Contract Documents, or should unknown conditions of an unusual nature differing materially from those ordinarily encountered in the area and generally recognized as inherent in work of the character provided for in Contract Documents, be encountered, the Price shall be equitably adjusted by Change Order upon the written notice and claim by either Party made within seven (7) days after the first observance of the condition. As a condition precedent to COUNTY having any liability to CONTRACTOR for concealed or unknown conditions, CONTRACTOR must give COUNTY and the Architect and/or Engineer written notice and claim as provided in this Subsection and shall constitute a waiver by CONTRACTOR of any claim arising out of or relating to such concealed or unknown condition.

E. Claims for Additional Cost – If CONTRACTOR wishes to make a claim for an increase in the Price, as a condition precedent to any liability of COUNTY therefore, CONTRACTOR shall give the Architect and/or Engineer written notice of such claim within seven (7) days after the occurrence of the event, or the first appearance of the condition, giving rise to such claim. Such notice shall be given by CONTRACTOR before proceeding to execute any additional or changed Work. The failure by CONTRACTOR to give such notice and to give such notice prior to executing the Work shall constitute a waiver of any claim for additional compensation.

1. In connection with any claim by CONTRACTOR against COUNTY for compensation in excess of the Price, any liability of COUNTY for CONTRACTOR's cost shall be strictly limited to direct costs incurred by CONTRACTOR and shall in no event include indirect costs or consequential damage of CONTRACTOR. COUNTY shall not be liable to CONTRACTOR for claims of third parties, including subcontractors, unless and until liability of CONTRACTOR for claims of third parties has been established therefore in a court of competent jurisdiction.

F. Claims for Additional Time – If CONTRACTOR is delayed in progressing any task which at the time of the delay is then critical or which during the delay becomes critical, as the sole result of any act or neglect to act by COUNTY or someone acting in COUNTY's behalf, or by changes ordered in the Work, unusual delay in transportation, unusually adverse weather conditions not reasonably anticipatable, fire or any causes beyond CONTRACTOR's control, then the date for achieving Substantial Completion of the Work shall be extended upon the written notice and claim of CONTRACTOR to COUNTY and the Architect and/or Engineer, for such reasonable time as the Architect and/or Engineer may determine. Any notice and claim for an extension of time by CONTRACTOR shall be made not more than seven (7) days after

the occurrence of the event or the first appearance of the condition giving rise to the claim and shall set forth in detail CONTRACTOR's basis for requiring additional time in which to complete the Project. In the event the delay to CONTRACTOR is a continuing one, only one notice and claim for additional time shall be necessary. If CONTRACTOR fails to make such claim as required in this Subsection, any claim for extension of time shall be waived.

SECTION 12 SUBCONTRACTORS

A. Definition.

A subcontractor is an entity which has a direct contract with CONTRACTOR to perform a portion of the Work.

B. Award of Subcontractors.

1. Upon execution of this Agreement, CONTRACTOR shall furnish COUNTY, in writing, the names of persons or entities proposed by CONTRACTOR to act as a subcontractor on the Project. COUNTY shall promptly reply to CONTRACTOR, in writing, stating any objections COUNTY may have to such proposed subcontractor. CONTRACTOR shall not subcontract with any Party to whom COUNTY has objections.
2. All subcontracts shall afford CONTRACTOR rights against the subcontractor which correspond to those rights afforded to COUNTY against CONTRACTOR herein, including those rights afforded to COUNTY.

SECTION 13 CHANGES IN THE WORK

A. Changes Permitted.

Changes in the Work within the general scope of this Agreement, consisting of additions, deletions, revisions, or any combination thereof, may be ordered without invalidating this Agreement, by Field Order or by Change Order.

B. Field Orders.

The Architect and/or Engineer shall have authority to order minor changes in the Work not involving a change in the Price or in Agreement Time and not inconsistent with the intent of this Agreement. Such changes shall be signed by CONTRACTOR's Superintendent designated in Section "16(O)(2)" below and shall be binding upon CONTRACTOR. CONTRACTOR shall carry out such Field Orders promptly.

C. "Change Order" Defined.

Change Orders shall mean a written order to CONTRACTOR executed by COUNTY and the Architect and/or Engineer, issued after execution of this Agreement, authorizing and directing a change in the Work or an adjustment in the Price or the Time, or any combination thereof. The Price and the Time may be changed only by Change Order. Changed Work cannot be started until a fully executed Change Order is on file with COUNTY; including but not limited to Change Orders that need approval of COUNTY's Board of County Commissioners. Every Change Order shall be executed on behalf of CONTRACTOR only by that individual signing this Agreement on behalf of CONTRACTOR.

D. Changes in Unit Prices.

1. If unit prices are provided for in this Agreement, any changes in the unit prices, as set forth on Exhibit A, resulting from a Change Order, shall be determined as follows: (a) by mutual agreement between COUNTY and CONTRACTOR as evidenced by (1) the change in the unit prices being set forth in the Change Order, (2) such change in the unit prices, together with any conditions or requirements related thereto, being initialed by both Parties and (3) CONTRACTOR's execution of the Change Order, or (b) if no mutual agreement occurs between COUNTY and CONTRACTOR, then, as provided below.

2. If no mutual agreement occurs between COUNTY and CONTRACTOR as contemplated above, the change in the unit prices, if any, shall then be determined by the Architect and/or Engineer on the basis of the reasonable expenditures or savings of those performing, deleting or revising the Work attributable to the change, including, in the case of an increase or decrease in the Price, a reasonable allowance for direct job site overhead and profit. In such case, CONTRACTOR shall present, in such form and with such content as COUNTY or the Architect and/or Engineer requires, an itemized accounting of such expenditures or savings plus appropriate supporting data for inclusion in a Change Order. Reasonable expenditures or savings shall be limited to the following: reasonable costs of materials, supplies, or equipment including delivery, costs, reasonable costs of labor, including social security, old age and unemployment insurance, fringe benefits required by agreement or custom, and workers' compensation insurance, reasonable rental costs of machinery and equipment exclusive of hand tools whether rented from CONTRACTOR or others, reasonable costs of premiums for all bonds and insurance, permit fees, and sales, use or other taxes related to the Work, and reasonable cost of direct supervision and job site field office overhead directly attributable to the change. In no event shall any expenditure or savings associated with CONTRACTOR's home office or other non-job site overhead expense be included in any change in the Price. Pending final determination of reasonable expenditures or savings to COUNTY, payments on account shall be made to CONTRACTOR on the Architect and/or Engineer's Certificate for Payment.
3. If unit prices are provided in this Agreement, and if the quantities contemplated are so changed in a proposed Change Order that application of such unit prices to the quantities of Work proposed will cause substantial inequity to COUNTY or to CONTRACTOR, the applicable unit prices shall be equitably adjusted.

E. Effect of Executed Change Order.

The execution of a Change Order by CONTRACTOR shall constitute conclusive evidence of CONTRACTOR's agreement to this Agreement as thus amended, the Price, Time and the changes in the Work. CONTRACTOR, by executing the Change Order, waives and forever releases any claim against COUNTY for additional time or compensation for matters relating to or arising out of or resulting from the Work included within or affected by the executed Change Order.

F. Notice of Surety; Consent.

CONTRACTOR shall notify and obtain the consent and approval of CONTRACTOR's surety with reference to all Change Orders if such notice, consent or approvals are required by CONTRACTOR's surety or by law. CONTRACTOR's execution of the Change Order shall constitute CONTRACTOR's warranty to COUNTY that the surety has been notified of and consents to have expressly consented thereto. CONTRACTOR shall provide to COUNTY a rider to the original bond as provided by the surety.

SECTION 14 UNCOVERING AND CORRECTING WORK

A. Uncovering Work.

If any of the Work is covered contrary to the Architect and/or Engineer's request or to any provisions of the Contract Documents, it shall, if required by the Architect and/or Engineer or COUNTY, be uncovered for the Architect and/or Engineer's inspection and shall be properly replaced at CONTRACTOR's expense without change in the Time.

B. Correct Work.

1. Any defects or deficiencies in materials or workmanship that are deemed by the Architect and/or Engineer or COUNTY as needing immediate correction shall be addressed within thirty (30) days of written notification. Failure to correct the deficiencies within thirty (30) days will result in the deduction of time against the overall Time for completion.
2. CONTRACTOR shall immediately proceed to correct Work rejected by the Architect and/or Engineer as defective or failing to conform to the Contract Documents. CONTRACTOR shall pay all costs and expenses associated with correcting such rejected Work, including any additional

testing and inspections, and reimbursement to COUNTY for the Architect and/or Engineer's services and expenses made necessary thereby.

C. Warranty.

If within one (1) year after the date of COUNTY's issuance of final payment to CONTRACTOR any of the Work is found to be defective or not in accordance with the Contract Documents, CONTRACTOR shall correct it promptly upon receipt of written notice from COUNTY. This obligation shall survive final payment by COUNTY and termination of this Agreement. With respect to Work first performed and completed after Substantial Completion, this one (1) year obligation to specifically correct defective and nonconforming Work shall be extended by the period of time which elapses between Substantial Completion and completion of the subject Work.

D. One Year Duty.

Nothing contained in this Section shall establish any period of limitation with respect to other obligations which CONTRACTOR has under the Contract Documents. Establishment of the one year time period relates only to the duty of CONTRACTOR to specifically correct the Work.

E. County May Accept Defective or Nonconforming Work.

If COUNTY chooses to accept defective or nonconforming Work, COUNTY may do so. In such event, the Price shall be reduced by the greater of (a) the reasonable cost of removing and correcting the defective or nonconforming Work, and (b) the difference between the fair market value of the Project as constructed and the fair market value of the Project had it not been constructed in such a manner as to include defective or nonconforming Work. If the remaining portion of the unpaid Price, if any, is insufficient to compensate COUNTY for its acceptance of defective or nonconforming Work, CONTRACTOR shall, upon written demand from COUNTY, pay COUNTY such remaining compensation for accepting defective or nonconforming Work.

**SECTION 15
AGREEMENT TERMINATION**

A. TERMINATION.

Either Party, upon determination that the other Party has failed or refused to perform or is otherwise in breach of any obligation or provision under this Agreement or the Contract Documents, may give written notice of default to the defaulting Party in the manner specified for the giving of notices herein. Termination of this Agreement by either Party for any reason shall have no effect upon the rights or duties accruing to the Parties prior to termination.

1. Termination by COUNTY For Cause.

- a. If CONTRACTOR persistently or repeatedly refuses or fails to prosecute the Work in a timely manner, supply enough properly skilled workers, supervisory personnel or proper equipment or materials, or if it fails to make prompt payment to Subcontractors or for materials or labor, or persistently disregards laws, ordinances, rules, regulations or orders of any public authority having jurisdiction, or otherwise is guilty of a substantial violation of a material provision of this Agreement, then COUNTY may provide written notice to CONTRACTOR, without prejudice to any other right or remedy, terminate the employment of CONTRACTOR and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon owned by CONTRACTOR any may finish the Work by whatever methods it may deem expedient. In such case, CONTRACTOR shall not be entitled to receive any further payment until the Work is finished.
- b. In the event the employment of CONTRACTOR is terminated by COUNTY for cause and it is subsequently determined by a Court of competent jurisdiction that such termination was without cause, such termination shall thereupon be deemed a termination for convenience, and the referenced provisions shall apply.

- c. COUNTY has the right to reject participation in this Agreement from anyone who has had previous business with COUNTY and therein failed to comply with the contract governing the project, who has been in litigation with COUNTY, or who has failed to obey the laws.

2. Termination by COUNTY For Convenience

- a. COUNTY reserves the right to terminate performance under this Agreement by CONTRACTOR for convenience. COUNTY shall give written notice of such termination to CONTRACTOR to specify when termination becomes effective.
- b. CONTRACTOR shall incur no further obligations in connection with the Work and CONTRACTOR shall stop Work when such termination becomes effective. CONTRACTOR shall also terminate outstanding orders and subcontractors. CONTRACTOR shall settle the liabilities and claims arising out of the termination of subcontracts and/orders. COUNTY may direct CONTRACTOR to assign CONTRACTOR's right, title and interest under terminated orders or subcontracts to COUNTY or its designee.
- c. CONTRACTOR shall transfer title and deliver to COUNTY such completed or partially completed Work and materials, equipment, parts, fixtures, information and contract rights as CONTRACTOR may have.
- d. CONTRACTOR shall submit a termination claim to COUNTY and the Architect and/or Engineer specifying the amounts due because of the termination for convenience together with costs, pricing or other data required by the Architect and/or Engineer. If CONTRACTOR fails to file a termination claim within one (1) year from the effective date of termination, COUNTY shall pay CONTRACTOR, an amount derived in accordance with the Subsection below.
- e. COUNTY and CONTRACTOR may agree to the compensation, if any, due to CONTRACTOR here under.
- f. Absent agreement to the amount due to CONTRACTOR, COUNTY shall pay CONTRACTOR the following amounts:
 - (1) Contract prices for labor, materials, equipment and other services accepted under this Agreement.
 - (2) Reasonable costs incurred in preparing to perform and in performing the terminated portion of the Work, and in terminating CONTRACTOR's performance, plus a fair and reasonable allowance for overhead and profit thereon (such profit shall not include anticipated profit or consequential damages); provided however, that if it appears that CONTRACTOR would have not profited or would have sustained a loss if the entirety of this Agreement would have been completed, no profit shall be allowed or included and the amount of compensation shall be reduced to reflect the anticipated rate of loss, if any.
 - (3) Reasonable costs of settling and paying claims arising out of the termination of subcontracts or orders. These costs shall not include amounts paid in accordance with other provisions hereof. This total sum to be paid CONTRACTOR shall not exceed the total Agreement Price, as properly adjusted, reduced by the amount of payments otherwise made, and shall in no event include duplication of payment.

3. For Loss of Funding/Cancellation for Unappropriated Funds.

CONTRACTOR acknowledges that during any fiscal year COUNTY shall not expend money, incur any liability, or enter into any agreement which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Consequently, any agreement, verbal or written, COUNTY may make in violation of this fiscal limitation is null and void, and no money may be paid on such agreement. COUNTY may enter into agreements whose duration exceeds one year, however any such agreement shall be executory only for the value of the services to be rendered which COUNTY agrees to pay as allocated in its annual budget for each succeeding fiscal year. Accordingly, COUNTY's performance and obligation to pay CONTRACTOR under this Agreement is contingent upon annual appropriations being made for that purpose. If during the term of this Agreement COUNTY does not make an annual appropriation necessary to continue its performance under this Agreement, then this Agreement shall terminate upon the expiration date. The Parties will execute an amendment to this Agreement that confirms any termination required by this Section.

**SECTION 16
MISCELLANEOUS**

A. LAW, VENUE, WAIVER OF JURY TRIAL, ATTORNEY'S FEES.

This Agreement and all the Contract Documents shall be construed according to the laws of Florida and shall not be construed more strictly against one Party than against the other because it may have been drafted by one of the Parties. In the event of any legal proceeding arising from or related to this Agreement; (1) venue for State or Federal legal proceedings shall be in Marion County, Florida, (2) for civil proceedings, the Parties consent to trial by the court and waive right to jury trial, (3) the prevailing Party shall be entitled to recover all of its costs, including attorney fees. This section shall survive the termination of this Agreement.

B. SUCCESSORS AND ASSIGNS.

COUNTY and CONTRACTOR bind themselves, their successors, assigns and legal representatives to the other Party hereto and to successors, assigns and legal representatives of such other Party in respect to covenants, agreements and obligations contained in this Agreement. CONTRACTOR shall not assign this Agreement without written consent of COUNTY and only with a document of equal dignity herewith.

C. SURETY BONDS.

CONTRACTOR shall, if required, acquire, record with the County Clerk, and furnish separate payment and performance bonds to COUNTY. Each bond shall set forth a penal sum in an amount not less than the Price. Each bond furnished by CONTRACTOR shall incorporate by reference the terms of this Agreement as fully as though they were set forth verbatim in such bonds. In the event the Price is adjusted by Change Order executed by CONTRACTOR, the penal sum of both the performance bond and the payment bond shall be deemed increased by like amount. The payment and performance bonds furnished by CONTRACTOR shall be in a form suitable to COUNTY and shall be executed by a surety, or sureties, reasonably suitable to COUNTY, and shall be filed with the County's Clerk of Court.

D. DAMAGE TO PROPERTY.

CONTRACTOR shall be responsible for all material, equipment and supplies sold and delivered to COUNTY under this Agreement and until final inspection of the Work and acceptance thereof by COUNTY. In the event any such material, equipment and supplies are lost, stolen, damaged or destroyed, or COUNTY property, buildings, or equipment is damaged during delivery or unloading, or in the course of the WORK prior to final inspection and acceptance, CONTRACTOR shall replace the same or be returned to original state without additional cost to COUNTY, as applicable.

E. USE OF OTHER CONTRACTS.

COUNTY reserves the right to utilize any COUNTY contract, State of Florida contract, city or County governmental agency, school board, community college/State university system or cooperative bid agreement. COUNTY reserves the right to separately bid any single order or to purchase any item on this solicitation and/or this Agreement if it is in the best interest of COUNTY.

F. EMPLOYEE ELIGIBILITY VERIFICATION.

1. COUNTY hereby affirms it is duly registered, uses, and adheres to the practices of the E-Verify system, including those outlined in the clauses below.
2. Section 448.095, F.S., requires CONTRACTOR to register and use the E-Verify system to verify the work authorization status of all newly hired employees and prohibits CONTRACTOR from entering into this Agreement unless it is in compliance therewith. Information provided by CONTRACTOR is subject to review for the most current version of the State or Federal policies at the time of the award of this Agreement.

3. By previously signing the ITB Acknowledgment and Addenda Certification Form, and this Agreement, CONTRACTOR has agreed to perform in accordance with the requirements of this Subsection and agrees:
- (a) It is registered and uses the E-Verify system to verify work authorization status of all newly hired employees.
 - (b) COUNTY shall immediately terminate CONTRACTOR if COUNTY has a good faith belief that CONTRACTOR has knowingly violated Section 448.09(1), F.S., that is, that CONTRACTOR knowingly employed, hired, recruited, or referred either for itself or on behalf of another, private or public employment within the State an alien who is not duly authorized to work by the immigration laws or the Attorney General of the United States.
 - (c) If CONTRACTOR enters into a contract with a subcontractor, CONTRACTOR shall obtain from the subcontractor an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien.
 - (d) CONTRACTOR shall maintain a copy of such affidavit for the duration of this Agreement and provide it to COUNTY upon request.
 - (e) CONTRACTOR shall immediately terminate the subcontractor if CONTRACTOR has a good faith belief that the subcontractor has knowingly violated Section 448.09(1), F.S., as set forth above.
 - (f) If COUNTY has a good faith belief that CONTRACTOR's subcontractor has knowingly violated Section 448.095, F.S., but that CONTRACTOR has otherwise complied, COUNTY shall promptly order CONTRACTOR to terminate the subcontractor. CONTRACTOR agrees that upon such an order, CONTRACTOR shall immediately terminate the subcontractor. CONTRACTOR agrees that if it should fail to comply with such an order, COUNTY shall immediately terminate CONTRACTOR.
 - (g) If COUNTY terminates this Agreement with CONTRACTOR, CONTRACTOR may not be awarded a public contract for at least one (1) year after the date of termination.
 - (h) CONTRACTOR is liable for any additional costs incurred by COUNTY as a result of a termination under this Subsection.
 - (i) Any such termination under this Subsection is not a breach of this Agreement and may not be considered as such.
 - (j) CONTRACTOR shall maintain records of its registration, use, and compliance with the provisions of the E-Verify system, including the registration and use by its subcontractors, and to make such records available to COUNTY or other authorized governmental entity.
 - (k) To comply with the terms of this Employment Eligibility Verification provision is made an express condition of this Agreement and COUNTY may treat a failure to comply as a material breach of this Agreement.

G. FORCE MAJEURE.

Neither CONTRACTOR nor COUNTY shall be considered to be in default in the performance of its obligations under this Agreement, except obligations to make payments with respect to amounts already accrued, to the extent that performance of any such obligations is prevented or delayed by any cause, existing or future, which is beyond the reasonable control and not a result of the fault or negligence of, the affected Party (a "Force Majeure Event"). If a Party is prevented or delayed in the performance of any such obligations by a Force Majeure Event, such Party shall immediately provide notice to the other Party of the circumstances preventing or delaying performance and the expected duration thereof. Such notice shall be confirmed in writing as soon as reasonably possible. The Party so affected by a Force Majeure Event shall endeavor, to the extent reasonable, to remove the obstacles which prevent performance and shall resume performance of its obligations as soon as reasonably practicable. A Force Majeure Event shall include but not be limited to acts of civil or military authority (including courts or regulatory agencies), war, riot, or insurrection, inability to obtain required permits or licenses, acts of God, hurricanes and severe floods, epidemics and pandemics.

H. COUNTERPARTS.

Original signatures transmitted and received via facsimile or other electronic transmission of a scanned document, (e.g., PDF or similar format) are true and valid signatures for all purposes hereunder and shall bind the Parties to the same extent as that of an original signature. Any such

facsimile or electronic mail transmission shall constitute the final agreement of the Parties and conclusive proof of such agreement. Any such electronic counterpart shall be of sufficient quality to be legible either electronically or when printed as hardcopy. COUNTY shall determine legibility and acceptability for public record purposes. This Agreement may be executed in one or more counterparts, each of which shall for all purposes be deemed to be an original and all of which shall constitute the same instrument.

I. AUTHORITY TO OBLIGATE.

1. The individual signing below is:
 - a. An officer or member of CONTRACTOR verifiable on <https://dos.myflorida.com/sunbiz/> or
 - b. Has, in advance, provided a form of written authority to bind CONTRACTOR in a form acceptable to COUNTY and signed by a representative of CONTRACTOR as described in Section "I(1)(a)" above.
2. The signature by any person to this Agreement shall be deemed a personal warranty by that person that she/he has the full power and authority to bind the entity for which that person is signing and to sign all documents referenced in this Agreement on behalf of CONTRACTOR.

J. PUBLIC RECORDS COMPLIANCE.

A. IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT COUNTY'S CUSTODIAN OF PUBLIC RECORDS AT:

Public Relations, 601 SE 25th Ave, Ocala, FL 34471

Phone: 352-438-2300 | Fax: 352-438-2309

Email: publicrelations@marionfl.org

- B. CONTRACTOR shall comply with public records laws, specifically:
1. Keep and maintain public records required by COUNTY to perform the Work;
 2. Upon request from COUNTY's custodian of public records, provide COUNTY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
 3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Term and following completion of this Agreement if CONTRACTOR does not transfer the records to COUNTY; and,
 4. Upon completion of this Agreement, transfer, at no cost, to COUNTY, all public records in possession of CONTRACTOR or keep and maintain public records required by COUNTY to perform the Work. If CONTRACTOR transfers all public records to COUNTY upon completion of this Agreement, CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CONTRACTOR keeps and maintains public records upon the completion of this Agreement, CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to COUNTY, upon request from COUNTY's custodian of public records, in a format that is compatible with the information technology systems of COUNTY.
- C. If CONTRACTOR fails to provide the public records to COUNTY within a reasonable time, CONTRACTOR may be subject to penalties under Section 119.10 F.S. and may be subject to unilateral cancellation of this Agreement by COUNTY. This section shall survive the termination of this Agreement.

K. CONTRACTOR CONDUCT.

1. These Guidelines govern CONTRACTOR while doing work on COUNTY's property, as well as its employees, agents, consultants, and others on COUNTY's property in connection with CONTRACTOR's work or at CONTRACTOR's express or implied invitation.

- a. Courtesy and Respect: COUNTY is a diverse government institution and it is critical that CONTRACTOR and its employees conduct themselves in a manner that is lawful, courteous, businesslike, and respectful of all staff, guests, or visitors.
 - b. Language and Behavior: CONTRACTOR and its employees cannot engage in behavior that is rude, threatening, or offensive. Use of profane or insulting language is prohibited. Harassment of any type, including sexual harassment is strictly prohibited. Abusive, derogatory, obscene or improper language, gestures, remarks, whistling, cat calls or other disrespectful behavior cannot be tolerated. Roughhousing, fighting, fisticuffs, physical threats, destruction of property, vandalism, littering, or physical abuse of anyone on COUNTY's property is not permitted under any circumstance.
 - c. No Weapons, Alcohol, or Drugs: The use, possession, distribution, or sale of any weapon, alcohol, illegal drug, or controlled dangerous substance by CONTRACTOR or its employees is prohibited. Offenders will be removed from COUNTY's property and/or reported to law enforcement.
 - d. Smoking: CONTRACTOR and its employees are not permitted to smoke in or near COUNTY's buildings.
 - e. Fraternalization: CONTRACTOR and its employees may not fraternize or socialize with COUNTY's staff.
 - f. Appearance: CONTRACTOR and its employees are required to wear appropriate work wear, hard hats and safety footwear, as the case may be, while on the job. Clothing must be neat and tidy in appearance, and cannot display offensive or inappropriate language, symbols or graphics. COUNTY has the right to decide if such clothing is inappropriate.
 - g. Reporting: CONTRACTOR is required to report any matter involving a violation of these rules or any matter involving health or safety, including any altercations, should be reported to COUNTY's Procurement Services Department immediately.
2. CONTRACTOR is responsible for its employees, agents, consultants and guests. If prohibited conduct does occur, CONTRACTOR will take all necessary steps to stop and prevent any future occurrence. Any breach of these conditions will result in the removal of the person responsible from COUNTY's property and prohibited actions could result in the immediate termination of any or all contracts or agreements CONTRACTOR has with COUNTY.

L. **SCRUTINIZED COMPANIES.**

A. Certification.

1. If this Agreement is for One Million Dollars or more, CONTRACTOR certifies that at the time it submitted its bid or proposal for this Agreement or before entering into this Agreement or renewing same, CONTRACTOR was not then and is not now:
 - a. 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 Section 215.473, F.S., or
 - b. Engaged in business operations in Cuba or Syria.
2. If this Agreement is for any amount, CONTRACTOR certifies that at the time it submitted its bid or proposal for this Agreement or before entering into this Agreement or renewing same, CONTRACTOR was not then and is not now:
 - a. On the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or
 - b. Engaged in a boycott of Israel.

B. Termination Threshold Amount. COUNTY may, entirely at its option, terminate this Agreement if it is for One Million Dollars and CONTRACTOR meets any of the following criteria.

1. Was entered into or renewed on or after July 1, 2011, through June 30, 2012, and CONTRACTOR is found to meet any of the following prohibitions:
 - a. Submitted a false certification as provided under Section 287.135(5), F.S., or
 - b. Been placed 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 Section 215.473, F.S.
2. Was entered into or renewed on or after July 1, 2012, through September 30, 2016, and CONTRACTOR is found to meet any of the following prohibitions:

- a. Submitted a false certification as provided under Section 287.135(5), F.S.;
 - b. Been placed 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 Section 215.473, F.S.; or
 - c. Been engaged in business operations in Cuba or Syria.
3. Was entered into or renewed on or after October 1, 2016, through June 30, 2018, and CONTRACTOR is found to meet any of the following conditions:
 - a. Submitted a false certification as provided under Section 287.135(5), F.S.;
 - b. Been placed 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 Section 215.473, F.S.;
 - c. Been engaged in business operations in Cuba or Syria; or
 - d. Been placed on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or is engaged in a boycott of Israel.
 4. Was entered into or renewed on or after July 1, 2018, and CONTRACTOR is found to meet any of the following prohibitions:
 - a. Submitted a false certification as provided under Section 287.135(5), F.S.;
 - b. Been placed 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 Section 215.473, F.S.; or
 - c. Been engaged in business operations in Cuba or Syria.
- C. Termination, Any Amount. COUNTY may, entirely at its option, terminate this Agreement if it is for any amount and meets any of the following criteria.
1. Was entered into or renewed on or after July 1, 2018, and
 2. CONTRACTOR is found to have been placed on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or is engaged in a boycott of Israel.
- D. Comply; Inoperative. The Parties agree to comply with Section 287.135, F.S., as it may change from time to time during the Term. The contracting prohibitions in this Section become inoperative on the date that Federal law ceases to authorize the State of Florida to adopt and enforce such contracting prohibitions.

M. SOVEREIGN IMMUNITY

Nothing in this Agreement shall be deemed to waive the sovereign immunity protections provided COUNTY pursuant to Florida law. Notwithstanding anything stated to the contrary in this Agreement, any obligation of COUNTY to indemnify CONTRACTOR, if provided, is limited and shall not exceed the limits set forth in Section 768.28, Florida Statutes. This Section shall survive the termination of this Agreement.

N. ON-GOING COMPLIANCE

The Parties acknowledge that this Agreement may contain provisions prescribed by laws, statutes, and regulations that can change during the Term of this Agreement. The Parties understand and agree that this Agreement is intended to reflect and require the Parties' compliance with all laws at all times. The Parties expressly and specifically agree to perform this Agreement in full compliance with the governing laws, statutes, and regulations, as same may change from time to time.

O. SUPERVISION.

1. CONTRACTOR shall employ and maintain at the Project site only competent supervisory personnel. Absent written instruction from CONTRACTOR to the contrary, the superintendent shall be deemed CONTRACTOR's authorized representative at the site and shall be authorized to receive and accept any and all communications from COUNTY or the Architect and/or Engineer.
2. Key supervisory personnel assigned by CONTRACTOR to this Project are as follows:

	Project Manager
	Sole member of personnel to authorized to execute Applications for Payment, request
	Foreman
	Equipment Operator(s)

P. NOTICES.

1. All notices, certifications or communications required by this Agreement shall be given in writing and shall be deemed delivered when personally served or when reflected by a receipt, i.e, an electronic mail read receipt, a courier service delivery receipt, or when receipt is acknowledged by recipient. All Parties certify that each has software capable of sending electronic mail read receipts to the other. Any Party sending notice by electronic mail acknowledges and accepts the inherent risks that come with same. If notice is delivered in multiple ways, notice shall be considered delivered at the earliest delivery time. CONTRACTOR's and COUNTY's representatives and addresses for notice purposes are:

CONTRACTOR: AC Schultes of Florida, Inc. d/b/a/ Rowe Drilling
11865 US Highway 41 South, Gibsonton, FL 33534
CONTACT PERSON: Juan Cepeda | Phone: 850-576-1271

COUNTY: Marion County Utilities
c/o Marion County, a political subdivision of the State of Florida
601 SE 25th Ave, Ocala, FL 34471

A copy of all notices to COUNTY hereunder shall also be sent to:

Procurement Services Director
Marion County Procurement Services Department
2631 SE 3rd St., Ocala, FL 34471

2. Election to Solely Receive Notice by Email.
Alternatively, the Parties may elect to receive said notices by e-mail.
 - a. COUNTY hereby elects to receive all notices solely by email and designates its email address as procurement@marionfl.org.
 - b. If CONTRACTOR agrees to accept all notices solely by e-mail and acknowledges and accepts the inherent risks that come with such method, CONTRACTOR may designate up to two (2) e-mail addresses. Designation signifies CONTRACTOR's election to accept notices solely by e-mail.
juanc@acschultes.com and thereap@acschultes.com.

Exhibit A - Schedule of Values

26B-081 Marion Oaks #4 and Summerglen Water Treatment Plants Potable Wells
Construction

Rowe Drilling a div. of AC Schultes of Florida Inc

Items	Item	Unit	Selected (\$)	\$1,377,950.00
Item	Item	Unit	EstimatedQuantity	UnitPrice TotalCost
Mobilization/Demobilization to Well Sites (not to exceed 12% of Base Bid)				
I-1	Mobilization/Demobilization to Well Sites (not to exceed 12% of Base Bid)	LS	1	\$150,000.00 \$150,000.00
II – Marion Oaks #4 Replacement Well Construction (Well MO4C)				
II-1	Underreaming, Grouting, and Surface Annular Seal	LS	1	\$37,500.00 \$37,500.00
II-2	8- to 12-Inch-Diameter Pilot Hole	LF	275	\$250 \$68,750.00
II-3	Geophysical Logging of 8- to 12-Inch-Diameter Pilot Hole	LS	1	\$20,000.00 \$20,000.00
II-4	Install 16-Inch-Diameter FinalCasing	LF	175	\$435 \$76,125.00
II-5	Reaming of Open Borehole	LF	75	\$370 \$27,750.00
II-6	Geophysical Logging of 16-Inch-Diameter Casing and Open Borehole	LS	1	\$10,000.00 \$10,000.00
II-7	Temporary Discharge Piping	LF	500	\$18 \$9,000.00
II-8	Well Development	HR	16	\$450 \$7,200.00
II-9	Aquifer Performance Testing	LS	1	\$10,000.00 \$10,000.00
II-10	Plumbness and Alignment Testing	LS	1	\$10,000.00 \$10,000.00
II-11	Laboratory Water Quality Testing	EA	5	\$500 \$2,500.00
II-12	Final Water Quality Testing	LS	1	\$10,000.00 \$10,000.00
III – Marion Oaks #4 Backup Well Construction (Well MO4D)				
III-1	Underreaming, Grouting, and Surface Annular Seal	LS	1	\$37,500.00 \$37,500.00
III-2	8- to 12-Inch-Diameter Pilot Hole	LF	275	\$250 \$68,750.00
III-3	Geophysical Logging of 8- to 12-Inch-Diameter Pilot Hole	LS	1	\$20,000.00 \$20,000.00
III-4	Install 16-Inch-Diameter FinalCasing	LF	175	\$435 \$76,125.00
III-5	Reaming of Open Borehole	LF	75	\$370 \$27,750.00
III-6	Geophysical Logging of 16-Inch-Diameter Casing and Open Borehole	LS	1	\$10,000.00 \$10,000.00
III-7	Temporary Discharge Piping	LF	500	\$18 \$9,000.00
III-8	Well Development	HR	16	\$450 \$7,200.00
III-9	Aquifer Performance Testing	LS	1	\$10,000.00 \$10,000.00
III-10	Plumbness and Alignment Testing	LS	1	\$10,000.00 \$10,000.00
III-11	Laboratory Water Quality Testing	EA	5	\$500 \$2,500.00
III-12	Final Water Quality Testing	LS	1	\$10,000.00 \$10,000.00
IV – Summerglen Replacement Well Construction (Well SG4)				
IV-1	Underreaming, Grouting, and Surface Annular Seal	LS	1	\$37,500.00 \$37,500.00
IV-2	8- to 12-Inch-Diameter Pilot Hole	LF	300	\$250 \$75,000.00
IV-3	Geophysical Logging of 8- to 12-Inch-Diameter Pilot Hole	LS	1	\$20,000.00 \$20,000.00
IV-4	Install 16-Inch-Diameter Final Casing	LF	175	\$435 \$76,125.00
IV-5	Reaming of Open Borehole	LF	100	\$370 \$37,000.00
IV-6	Geophysical Logging of 16-Inch-Diameter Casing and Open Borehole	LS	1	\$10,000.00 \$10,000.00
IV-7	Temporary Discharge Piping	LF	500	\$18 \$9,000.00
IV-8	Well Development	HR	16	\$450 \$7,200.00
IV-9	Aquifer Performance Testing	LS	1	\$10,000.00 \$10,000.00
IV-10	Plumbness and Alignment Testing	LS	1	\$10,000.00 \$10,000.00
IV-11	Laboratory Water Quality Testing	EA	5	\$500 \$2,500.00
IV-12	Final Water Quality Testing	LS	1	\$10,000.00 \$10,000.00
V – Summerglen Backup Well Construction (Well SG5)				
V-1	Underreaming, Grouting, and Surface Annular Seal	LS	1	\$37,500.00 \$37,500.00
V-2	8- to 12-Inch-Diameter Pilot Hole	LF	300	\$250 \$75,000.00
V-3	Geophysical Logging of 8- to 12-Inch-Diameter Pilot Hole	LS	1	\$20,000.00 \$20,000.00
V-4	Install 16-Inch-Diameter Final Casing	LF	175	\$435 \$76,125.00
V-5	Reaming of Open Borehole	LF	275	\$150 \$41,250.00
V-6	Geophysical Logging of 16-Inch-Diameter Casing and Open Borehole	LS	1	\$10,000.00 \$10,000.00
V-7	Temporary Discharge Piping	LF	500	\$18 \$9,000.00
V-8	Well Development	HR	16	\$450 \$7,200.00
V-9	Aquifer Performance Testing	LS	1	\$10,000.00 \$10,000.00
V-10	Plumbness and Alignment Testing	LS	1	\$10,000.00 \$10,000.00
V-11	Laboratory Water Quality Testing	EA	5	\$500 \$2,500.00
V-12	Final Water Quality Testing	LS	1	\$10,000.00 \$10,000.00
Additive Alternate				
A-1	Packer Test Setup	LS	1	\$37,000.00 \$37,000.00
A-2	Packer Test Pumping Time	HR	1	\$400 \$400
Total Bid Including Alternates				
			TOTAL	\$1,377,950.00
Contingency Item VI – Cavity Plugging or Well Abandonment (Do Not Include in Base Bid Amount)				
VI-1	Install Clean Gravel or Grout	x	0	\$0 \$0
VI-1	a) Clean Gravel	CY	1	\$150 \$150
VI-1	b) Grout for Well Abandonment	CF	1	\$30 \$30

Exhibit B - Scope of Work

SECTION 02520 WATER SUPPLY WELL CONSTRUCTION

PART 1 GENERAL

1.01 SCOPE OF WORK

- A. The Work to be performed under this Section includes furnishing all labor, materials, equipment, and all other facilities and incidentals necessary to construct, develop, and test public supply water wells. Table 1 shows the well construction and testing details. Table 2 shows the well testing requirements. Depths, casing lengths, and other details are based on expected conditions and may be adjusted by the Engineer based on the lithology or other results determined during the drilling.

Table 1 Water Supply Well Construction and Testing Details		
Item	Description	Notes, Acceptance Criteria, Standard, or Method
1. Completed Well and Borehole	Marion Oaks #4 Wells (MO4C and MO4D) a) Total Well Depth – 250 feet below land surface (bls). b) Casing – 16 inches. c) Nominal Borehole Diameter – 16 inches. d) The total well depth may be extended to approximately 275 feet below grade based on observations made during drilling.	AWWA A100. FAC 62-555. FAC 62-532.
	Summerglen Wells (SG4 and SG5) a) Total Well Depth – 275 feet bls. b) Casing – 16 inches. c) Nominal Borehole Diameter – 16 inches. d) The total well depth may be extended to approximately 300 feet below grade based on observations made during drilling.	
2. Pilot Hole	Marion Oaks #4 Wells (MO4C and MO4D) a) Borehole Depth – To 275 feet bls. b) Nominal Borehole Diameter – 8 to 12 inches.	
	Summerglen Wells (SG4 and SG5) a) Borehole Depth – To 300 feet bls. b) Nominal Borehole Diameter – 8 to 12 inches.	

Table 1 Water Supply Well Construction and Testing Details		
Item	Description	Notes, Acceptance Criteria, Standard, or Method
3. Well Casing	<p>Marion Oaks #4 Wells (MO4C and MO4D)</p> <ul style="list-style-type: none"> a) Casing Depth – 175 feet bls. b) Casing Diameter and Minimum Wall Thickness – 16-inch-diameter. The minimum wall thickness shall be 0.375 inch. c) Casing Type – New black steel pipe. d) Casing Height, Diameter, and Material – The 16-inch-diameter steel well casing shall extend to approximately 3 feet above the finished grade with a blind flange. e) The casing depth may be extended based on observations during drilling. 	<p>AWWA A100. FAC 62-555. FAC 62-532. ASTM A53/A53M.</p>
	<p>Summerglen Wells (SG4 and SG5)</p> <ul style="list-style-type: none"> a) Casing Depth – 175 feet bls. b) Casing Diameter and Minimum Wall Thickness – 16-inch-diameter. The minimum wall thickness shall be 0.375 inch. c) Casing Type – New black steel pipe. d) Casing Height, Diameter, and Material – The 16-inch-diameter steel well casing shall extend to approximately 3 feet above the finished grade with a blind flange. e) The casing depth may be extended based on observations during drilling. 	
4. Design Capacity	<p>Marion Oaks #4 Wells (MO4C and MO4D)</p> <p>1,000 gallons per minute (gpm).</p>	<p>Sand Content. Turbidity.</p>
	<p>Summerglen Wells (SG4 and SG5)</p> <p>1,000 gpm.</p>	

Table 1 Water Supply Well Construction and Testing Details		
Item	Description	Notes, Acceptance Criteria, Standard, or Method
5. Cement Grout for 16-Inch Casing Surface and Underreaming Annular Grout Seals	<p>Marion Oaks #4 Wells (MO4C and MO4D)</p> <p>a) Type I or Type III (ASTM C150/C150M) neat Portland cement or Type IL (ASTM C595/C595M) Portland-limestone blended hydraulic cement containing not more than 6 gallons of water per 94-pound bag of cement and not more than 5% (by volume) of bentonite clay.</p> <p>b) A 20-inch-x-16-inch annular space shall be grouted within the top 20 feet and bottom 5 feet of the 16-inch casing.</p>	AWWA A100. FAC 62-555. FAC 62-532.
	<p>Summerglen Wells (SG4 and SG5)</p> <p>c) Type I or Type III (ASTM C150/C150M) neat Portland cement or Type IL (ASTM C595/C595M) Portland-limestone blended hydraulic cement containing not more than 6 gallons of water per 94-pound bag of cement and not more than 5% (by volume) of bentonite clay.</p> <p>a) A 20-inch-x-16-inch annular space shall be grouted within the top 20 feet and bottom 5 feet of the 16-inch casing.</p>	

Table 2 Well Testing Requirements			
Item/Test	Frequency/Event	Description	Acceptance Criteria, Standard, or Method
1. Field Water Quality Testing During Drilling	To be collected by the Contractor during pilot hole drilling from the following intervals: Every change of drill rod within the proposed production zone (~50 feet to 300 feet or less) and at the end of each step during the step-drawdown test.	Parameters to be <u>analyzed in the field</u> at the time of sample collection: Temperature, pH, Specific Conductivity, Chlorides, Oxidation Reduction Potential (ORP), Dissolved Oxygen.	Florida Department of Environmental Protection (FDEP) Standard Operating Procedure (SOP) 001/01.
2. Laboratory Water Quality Testing During Drilling	To be collected by the Contractor during pilot hole drilling from the following intervals: Every 50 feet within the proposed production zone (~50 feet to 300 feet or less).	Parameters to be <u>analyzed by the laboratory</u> : Total Dissolved Solids, Dissolved Iron, Chlorides, Total Hardness, Color, Sulfate.	FDEP SOP 001/01.

Table 2 Well Testing Requirements			
Item/Test	Frequency/Event	Description	Acceptance Criteria, Standard, or Method
3. Final Water Quality Testing	To be collected by the Contractor during the Aquifer Performance Testing.	<p>Parameters to be <u>analyzed in the field</u> at the time of sample collection: Temperature, pH, Specific Conductivity, ORP, Dissolved Oxygen, Turbidity.</p> <p>Parameters to be <u>analyzed by the laboratory</u>: pH, Per- and polyfluoroalkyl substances (PFAS) by Method 533, Calcium, Total Dissolved Solids, Dissolved Iron, Chlorides, Magnesium, Potassium, Strontium, Total Hardness, Turbidity, Color, Total Sulfide, Hydrogen Sulfide, Alkalinity, Dissolved Iron, Total Organic Carbon, Dissolved Organic Carbon, Gross Alpha Radioactivity, Radium 226, Radium 228, and parameters in the Primary and Secondary Drinking Water Standards listed in Tables 1, 4, 5, and 6 in Chapter 62-550, FAC.</p> <p>TTHMs and HAA5</p>	<p>DEP SOP 001/01. Turbidity <1 Nephelometric Turbidity Units (NTU). FAC 62-555.345, and 62-550, Part III.</p> <p>Standard Method 5710, Formation of Trihalomethanes and Other Disinfection Byproducts. Use 2 mg/L chlorine residual with results at 72 hours.</p>

Table 2 Well Testing Requirements			
Item/Test	Frequency/Event	Description	Acceptance Criteria, Standard, or Method
4. Geophysical Logging	To be performed at completion of pilot hole.	Caliper. Natural gamma. Single-point resistance. Long (64 inches) and short (16 inches) normal resistivity. Temperature. Fluid resistivity. Spinner flowmeter (static). Spinner flowmeter (dynamic – pumping with at minimum flow of 300 gpm).	
	To be performed at completion of well construction.	Color borehole video log.	
5. Plumbness and Alignment Testing	To be completed by the Contractor following final casing installation.	Inclination survey of final casing.	AWWA A100, Appendix D.
6. Aquifer Performance Testing	A Step-Drawdown Test is required following well development. If required, additional tests may be authorized by the Owner and Engineer.	The Step-Drawdown Test shall be conducted at four pumping rates of 500 gpm, 650 gpm, 850 gpm, and 1,000 gpm. Field water-quality testing as described in Item 1.	Southwest Florida Water Management District (SWFWMD) Water Use Permit (WUP) Information Manual, Part C.

- B. The well shall be constructed to public supply standards and requirements as described by SWFWMD, the rules and regulations of FDEP, and any other applicable federal, state, and local rules and regulations. If regulatory or agency requirements conflict with the requirements of the Contract Documents, the Contractor shall notify the Engineer immediately in writing and await written instruction from the Engineer before beginning work.
- C. The Contractor shall coordinate with the Engineer during pilot hole drilling, lithologic sampling, water-quality testing, geophysical logging, casing installation, grouting of casing, and other critical activities designated by the Engineer.

- D. The Contractor shall obtain all required permits to perform drilling and/or public supply well construction, not including the WUP from SWFWMD or other agency or authority. The Contractor shall perform work in accordance with the WUP and coordinate any deviations with the Engineer and/or SWFWMD.
- E. This Section is intended to be a general description of the required Work but may not cover all contingencies that may occur during well construction. Changes to or deviations from the Work Plan shall not be allowed without prior written approval by the Engineer.

1.02 RELATED WORK

- A. The Contract Documents and Specification Section listed below are an integral part of this Section, and the Contractor shall be responsible for providing these Sections to the well driller, subcontractors, and vendors.

1. Section 02521, Geophysical Logging.

1.03 SUBMITTALS

The Contractor shall submit shop drawings and submittals in accordance with the Contract Documents.

- A. The Engineer will review submittals and results described in this Section. The proposed drilling method(s) and the cement grouting plan shall be submitted for information only. The Engineer's review shall be only for conformance with the design concept of the Work and for compliance with the information provided in the Contract Documents. The Engineer's review shall not relieve the Contractor from responsibility for any deviation(s) from the Contract Documents unless the Contractor has called the Engineer's attention to such deviation(s) in writing at the time of submission and the Engineer has given written concurrence and approval to the specific deviation(s). The Engineer's review shall not relieve the Contractor from the responsibility of meeting the criteria for well acceptance and warranty requirements specified in this Section.

- B. The following shall be submitted to the Engineer for review before construction:

1. Equipment to be used.
2. Schedule for sample collection (depths/timing).
3. Analytical laboratory.
4. Casing and materials specifications.
5. Mill/material certificates.

6. Description of drilling and grouting plan (including proposed drilling method and handling of fluids during drilling and well development).
 7. Copies of applications and permits.
- C. The following shall be submitted to the Engineer for review during or after the drilling and well construction as designated by the Engineer:
1. Daily Drilling Reports.
 2. Formation Samples.
 3. Geophysical Logs.
 4. Water Quality Sampling Results
 5. Aquifer Performance Test Results.
 6. Water Management District (WMD) Well Completion Report.
- D. During drilling of the well, the Contractor shall prepare Daily Drilling Reports that include the following:

1. Daily static water level elevation measurements from a known reference point.
2. Elevation of the reference point for all depth measurements in feet North American Vertical Datum of 1988 (NAVD88).
3. Depth at which changes of formation occur.
4. Depth and interval of each cavity or void encountered during drilling.
5. Identification of the material of which each stratum is composed.
6. Depth interval from which each formation sample is taken.
7. Depth interval from which each water sample is taken.
8. Depth at which the hole diameter changes.
9. Depth at which the drilling method is changed.
10. Other pertinent data requested by the Owner or Engineer.

A sample Daily Drilling Report is included at the end of this Section.

- E. Two washed formation samples (split samples) shall be collected during drilling at every 10-foot interval and at formation changes. Washed formation samples shall be collected and preserved immediately on retrieval in a Hubco 3.5-inch-x-5-inch sample bag or in a similar manner approved by the Engineer. Each sample container shall be clearly and permanently labeled with the following information:
1. Physical location of the well.
 2. Name or number of the well.
 3. Depth interval represented by the sample.
 4. Date taken.

5. Time taken.
 6. Split number.
- F. Within 7 days of completing the well, the Contractor shall submit to the Engineer a written report and Record Drawings to include the following minimum information:
1. Total depth and nominal diameter of the pilot hole and the final well.
 2. Complete description (including length, diameter, depth, and mill/material certificates) of all casings.
 3. Depth or location of any lost drilling fluid, drilling materials, or tools.
 4. Type and amount of drilling fluid additives used.
 5. Amount of cement (bags or cubic feet) used in grouting the well annulus and pilot borehole; the grout/water mixture used; and the grouting method used.
 6. Details of cement plugging, if performed, including top and bottom depths and borehole diameter of plugged intervals, and quantity of cement material used.
 7. Type, including make, size, and horsepower of each test pump used during well drilling and testing.
 8. Other pertinent data requested by the Engineer.

1.04 REFERENCE STANDARDS

Reference standards and recommended practices referred to in this Section shall be the latest revision of any such document in effect at the bid time. The following documents are a part of this Section. Where this Section differs from these documents, the requirements of this Section shall apply.

- A. American National Standards Institute/National Sanitation Foundation (ANSI/NSF)
 1. ANSI/NSF 60—Drinking Water Chemicals.
 2. ANSI/NSF 61—Drinking Water System Components.
- B. American Petroleum Institute (API)
 1. API 5L—Line Pipe.
- C. American Society for Testing and Materials (ASTM)
 1. ASTM A53/A53M—Standard Specification for Pipe, Steel, Black and Hot-Dipped, Zinc-Coated, Welded and Seamless.
 2. ASTM C150/C150M—Standard Specification for Portland Cement.

3. ASTM C595/C595M—Standard Specification for Blended Hydraulic Cements.
 4. ASTM F480—Standard Specification for Thermoplastic Well Casing Pipe and Couplings Made in Standard Dimension Ratios (SDR), SCH 40 and SCH 80.
- D. American Water Works Association (AWWA)
1. AWWA A100—Standard for Water Wells.
 2. AWWA C654—Standard for Disinfection of Wells.
- E. American Welding Society (AWS)
- F. The Contractor shall complete the work described in this Section in accordance with the rules, regulations, and guidance documents of the applicable WMD, FDEP, and other applicable regulatory agencies.

1.05 WARRANTIES

- A. Warranties shall be in accordance with the Contract Documents.
- B. All materials supplied under this Section shall be warranted for 1 year by the Contractor and material manufacturers. The manufacturer's warranty period shall run concurrently with the Contractor's warranty period. The warranty period for the well shall begin on the Final Completion Date of the well as specified in the Contract or Purchase Order or on completion and acceptance by the Owner of testing or remedial procedures.
- C. The materials shall be warranted to be free from defects in workmanship and design. Any materials that fail during the warranty period shall be replaced and the unit(s) restored to service at no expense to the Owner.

1.06 DELIVERY, STORAGE, AND HANDLING

- A. The Contractor shall adhere to the requirements specified in the Contract Documents for storing and protecting the items specified in this Section.
- B. Properly protect all materials so that no damage or deterioration will occur, including properly protecting finished or machined metal surfaces that are not painted to prevent rust and corrosion.

- C. Protect water samples from freezing, store the samples on ice at 4° Celsius (°C) until received by the laboratory, and ship or deliver samples to the laboratory within the timeframes and as prescribed by FDEP SOP 001/01.

1.07 QUALIFICATIONS

- A. The drilling contractor responsible for constructing the well shall be licensed in Florida as a Water Well Contractor employing only competent workers for the execution of this Work, and all such Work shall be performed under the direct supervision of an experienced well driller acceptable to the Owner and Engineer.
- B. The supervising well driller shall demonstrate in writing at least 5 years of related experience in the construction of wells similar to that specified here and shall provide written information about the drilling equipment used. Qualifications of the supervising well driller for this Project shall be given by listing representative projects completed in the last 5 years, owner's name, and owner's telephone number.
- C. The well driller shall be capable of identifying subsurface materials, maintaining complete and current well logs and daily notes for the well completion report, and developing and testing the well.
- D. The individual responsible for proper collection and documentation of water-quality samples for the Final Water Quality Testing shall, in accordance with FDEP SOP 001/01, demonstrate in writing at least 1 year of related experience in environmental water-quality sampling similar to that specified here and shall provide written information about the sampling equipment used. Qualifications of the individual responsible for sampling for this Project shall be given by listing representative projects completed in at least the last year, including the owner's name and telephone number.
- E. The Owner and Engineer may make any other investigations deemed necessary to determine the ability of the Contractor to perform the Work, and the Contractor shall furnish the Owner and Engineer with all such information and data for this purpose as the Owner and Engineer may request. The Owner and Engineer reserve the right to disqualify a contractor not in compliance with these requirements.
- F. The Contractor shall, on request, furnish satisfactory evidence that all materials to be furnished in performing the specified Work are new. All the Contractor's equipment to be used in performing the work shall be in good working order. If the Contractor's equipment malfunctions, the Contractor is responsible for re-performing the work at no additional cost to the Owner.

1.08 RECORD DRAWINGS

- A. Record Drawing requirements are identified in Paragraph 1.03.F of this Section.

1.09 PERMITS

- A. The Contractor shall, within 5 working days following receipt of Notice to Proceed, apply for a State of Florida Well Construction Permit from the Marion County Health Department to construct the wells specified in this Section in accordance with the rules of the WMD. The Contractor shall also obtain at their expense all permits required by the Owner and all regulatory agencies. The approved permits shall always be available for inspection at the site during construction. The Contractor shall be responsible for obtaining permit time extensions in accordance with the Marion County Health Department if well construction extends beyond the valid permit date. The Contractor shall be responsible for completing the well completion report to the satisfaction of the WMD and Marion County Health Department. A copy of the report shall be provided to the Engineer.
- B. The Contractor shall be responsible for obtaining any additional federal, state, and local permits required for constructing the wells and preparing the site (e.g., clearing the site for work or access). The Contractor shall be responsible for coordinating permitting of any water discharged from the site with the Engineer.
- C. The Contractor shall not perform any drilling work on the wells until all required permits are obtained. Mobilization, above-grade site preparation, and site work can be performed before a well construction permit is issued.
- D. All Work shall be in accordance with the conditions set forth in the permits. If permitting requirements conflict with the requirements of the Contract Documents, the Contractor shall notify the Engineer immediately in writing and await written instruction from the Engineer before beginning work.

1.10 CRITERIA FOR WELL ACCEPTANCE

- A. The sand content in the water from the completed production well shall not at any time exceed 5 milligrams per liter (mg/L) while the well is being pumped at the design capacity. Sand content shall be determined at every rod change during drilling of the production interval using a Rossum sand tester or approved equivalent.

- B. The turbidity of the water from the completed production well shall not exceed 1 NTU as measured on a calibrated turbidimeter while the well is being pumped at the design capacity.
- C. Plumbness and Alignment
 - 1. The well shall be constructed and all casings and liners set round, straight, and plumb to allow pump equipment to be installed. Plumbness and alignment of the pilot hole shall be tested via an inclination survey. Plumbness and alignment of the final casing shall be tested as described in Appendix D of AWWA A100 or an equivalent method approved by the Engineer.
- D. No payment shall be due to the Contractor if the well fails to meet all of the above “Criteria for Well Acceptance” requirements due to fault by the Contractor.

1.11 ADDITIONAL WORK

- A. At the option of the Engineer and/or Owner, additional work may be authorized. Additional work shall be completed at prices listed in the Bid Form or at prices not exceeding those of comparable work and materials as authorized by the Owner if no Bid Prices are applicable.

PART 2 PRODUCTS

2.01 CASING

- A. The production well casing shall be uniform in roundness and wall thickness. The well casing shall be as described in Article 1.01 of this Section.
- B. All casing diameters described in this Section shall be inside diameters.
- C. The Contractor shall submit copies of the mill certificates to the Engineer for approval before the casing is shipped to the site.
- D. If necessary, as part of the Contractor’s proposed drilling plan, the Contractor shall install surface casing to a depth to be approved by the Owner. The surface casing shall be uniform in roundness and wall thickness and shall be as described in Article 1.01 of this Section. The surface casing is intended for constructing the production well only. The surface casing shall be watertight and of such weight and design as necessary to prevent entrance of sand and unconsolidated material and to permit its installation without distortion or rupture to the depth and dimension shown.

- E. All field welding shall be performed to AWS standards. Casing ends to be connected by field welding shall be beveled. The welded casing joint shall develop a strength equal to 100% of the pipe strength. If the joint fails or breaks, the Contractor shall be responsible for abandoning, repairing, or replacing the well at no additional cost to the Owner.
- F. The well casing pipe shall be capable of supporting all attached weight, including but not limited to the weight of the casing, the weight of the pump and accessories, and the weight of the drop pipe with a minimum safety factor of 2.0.

2.02 CEMENT GROUT

- A. The grout shall be as described in Article 1.01 of this Section. The grout mixture shall be subject to testing at the discretion of the Owner or Engineer. Grout not meeting the specifications shall be rejected and shall be immediately removed from the Project site and properly disposed of at no cost to the Owner.

2.03 TEST PUMPING EQUIPMENT

- A. For the aquifer performance testing, the Contractor shall provide a test pump adequate to discharge at the design capacity (gpm) under atmospheric conditions and shall provide an enclosed conduit so that the depth-to-water level during pumping may be measured using an electric tape or electronic water-level data-logger.
- B. Electric power may not be available at the site at the time of drilling. The Contractor is responsible for providing a generator for all test pump equipment. Any generator used for test pumping the well shall have the necessary capacity to adequately power the selected test pump through the pumping period and discharge range.
- C. The discharge pipe shall be of a diameter and length adequate to transmit water from the well site to a designated discharge point a minimum of 500 feet downgradient in accordance with the WMD guidelines for aquifer performance testing. The Contractor shall provide suitable piping, silt fencing, or other materials to avoid erosion during the discharge of water. The Contractor shall coordinate with all regulatory agencies to determine an acceptable discharge location and the proper discharge method. The discharge pipe shall be in good condition and free from leaks. A duplex hose bibb suitable for collecting representative water samples shall be on the discharge piping upstream of the flow meter and as approved by the Engineer. Hoses shall not block or impede vehicular traffic.

- D. The Contractor shall provide a valve at the well head suitable for controlling flow through the discharge pipe.
- E. The Contractor shall provide a flow meter calibrated for the range of the required test and designed flow and pipe size and capable of accuracy within 5% or better. The Contractor shall furnish the Engineer with flow meter calibration certificates for all flow meters used. Flow meter(s) shall have been calibrated within 3 months before testing activities. The flow meter shall be installed as specified by the flow meter manufacturer for accurate operation. The flow meter shall be a minimum of 10 pipe diameters upstream from the flow-control valve and five pipe diameters from any bend in the discharge line. The meter(s) shall be capable of accurately showing flow rates appropriate for the test being conducted as approved by the Engineer.
- F. The Contractor shall provide InSitu Minitroll or Schlumberger Diver data logging pressure transducers (or equivalent equipment approved by the Engineer) to be used during testing. Data loggers shall be capable of measuring water levels accurately to within 0.01 foot and in linear and logarithmic time scales. The data logger shall be capable of recording water levels at an interval of 1 second or less. All devices shall be in good working condition and shall have been factory calibrated within 1 year of the test. The Contractor shall supply all associated hardware and software for operating the data loggers.

2.04 WELL COVERS

- A. Whenever work on the well is interrupted, such as during an overnight shutdown, the well opening shall be sealed with a substantially non-removable (except by the Contractor) cover in accordance with the rules of the applicable WMD. At all times during well construction, the Contractor shall use necessary precautions to prevent tampering of the well and the entrance of foreign material into the well.
- B. The Contractor shall be responsible for lowering the water level in the well b/s with a salt solution if necessary and shall maintain control of the well throughout the Project to prevent discharge of water from the well.

2.05 DRILLING FLUIDS

- A. Using special drilling mud, fluid additives, or lost circulation material must have prior approval by the Engineer and must be acceptable to FDEP, applicable WMD, and other agencies if applicable for use in raw water supply wells that provide potable water to a municipal system.
- B. All water used in constructing the well shall be clear, chlorinated water unless written approval is secured from the Engineer in advance. If water is not available

at the well site, the Contractor shall be responsible for providing any piping or water-hauling vehicles (tankers) needed to convey water at the Work site.

PART 3 EXECUTION

3.01 BOREHOLE CONSTRUCTION

- A. All boreholes shall be drilled using clean, uncontaminated equipment in good working order and free from fuel, oil, and hydraulic fluid leaks or discharges. The drilling equipment (i.e., rig, drill bit, rod, etc.) shall be in good condition and appropriate for rapid and correct completion. The flow of water at the site during drilling shall be controlled to prevent excessive flooding of the site and adjacent roads. The Contractor shall dig a settling basin, if required, to control the flow.
- B. The drilling method proposed by the Contractor shall allow all the testing described in this Section.
- C. The pilot borehole and final reamed borehole shall be constructed to the dimensions identified in Article 1.01. The boreholes shall be drilled straight and plumb. The pilot hole shall be drilled to the total depth before the production well casing is installed.
- D. During drilling, water-quality measurements and sample collection for laboratory analysis shall be conducted as described in Articles 1.01 and 3.04. The drilling method selected by the Contractor shall allow collection of water-quality and formation samples as described in this Section.
- E. The Contractor shall dispose of all cuttings. A complete set of samples of the cuttings shall be provided to the Engineer as described in Article 1.03 of this Section.
- F. At the earliest time possible after the saturated limestone of the Floridan aquifer has been penetrated, drilling with additives shall be discontinued.

3.02 CASING INSTALLATION

- A. All casing shall be as specified in Articles 1.01 and 2.01 of this Section. Casing installation must be completed in accordance with the requirements of the applicable WMD.

3.03 GROUTING

- A. Grouting shall be performed in accordance with the requirements of the applicable WMD and AWWA. The drilling contractor will underream a 20-inch-

diameter borehole over a 5-foot-long section using an underreamer tool before grouting and seating the 16-inch casing. The driller shall pressure grout by the tremie method, using a volume of neat cement at least 150% the volume of the enlarged borehole around the bottom of the casing. After pressure grouting the bottom 5 feet of the 16-inch casing, the Contractor shall inject a neat cement grout seal in the annular space of the upper 20 feet of casing. Cement additives may only be used when approved in writing by the Engineer.

- B. The Contractor shall perform all grouting and sealing of the well in the presence of the Engineer and, if required, a WMD or Marion County Health Department representative. The Contractor is responsible for notifying the Marion County Health Department and Engineer a minimum of 2 working days before beginning grouting operations. No drilling operations or other work in the well shall be permitted until at least 24 hours after grouting the well or a minimum of 12 hours if quick-setting cement is used and the Contractor can demonstrate adequate setting of the cement grout.
- C. The Contractor shall be responsible for any damage to the well casing resulting from cementing operations and for all costs required to correct such damages.

3.04 WATER QUALITY TESTING

- A. The Contractor shall be responsible for proper collection and documentation of water-quality samples, in accordance with FDEP SOP 001/01. Proper chain-of-custody protocols are to be maintained at all times. Each sample container shall be clearly and permanently labeled with the following information:
 - 1. Physical location of the well.
 - 2. Name or number of the well.
 - 3. Depth interval represented by the sample.
 - 4. Date taken.
 - 5. Time taken.
 - 6. Split number (if applicable).
- B. The Contractor is responsible for obtaining water-quality sample containers (sample kits) packed in coolers from the laboratory. All samples are to be stored at 4°C at all times. The Contractor is responsible for properly labeling, packing, and shipping or transporting the samples to the laboratory and for generating the chain-of-custody forms. The Contractor is responsible for all laboratory fees.
- C. The laboratory or laboratories used for analysis of water-quality samples shall be National Environmental Laboratory Accreditation Conference (NELAC) certified by the Florida Department of Health for those Drinking Water Parameters to be reported. Laboratory reports shall be submitted to the Engineer in electronic and

paper formats consistent with the reporting requirements of FAC 62-160. The paper submittal shall provide data in the FDEP Safe Drinking Water Program Laboratory Reporting Format – FAC 62-550.730. The electronic submittal shall include a PDF copy of the paper submittal and the analytical data reported in .xls, .csv, or tab-delimited .txt format consistent with FDEP Water Assurance Compliance System (WACS)/Validator program requirements for importing into FDEP databases.

- D. Water-quality samples shall be collected by the Contractor during drilling as specified in Article 1.01. The Contractor shall provide the Engineer notice before these samples will be collected.
- E. Water-quality samples shall be collected by the Contractor during the aquifer performance testing to be analyzed for final well clearance as a public water system component as specified in Article 1.01. The Contractor shall provide the Engineer with at least 72 hours' notice before these samples are collected.
- F. Review copies of the field-collected data and measurements, instrument calibration logs, chain-of-custody forms, and similar documentation of sampling shall be submitted to the Engineer within 72 hours of sample collection.

3.05 WELL DEVELOPMENT

- A. The well shall be developed by surging, interrupted over-pumping, or other methods as approved in writing by the Engineer. The Contractor shall provide a pump capable of at least 1,500 gpm with variable-speed capability. The Contractor shall demonstrate that the well meets the acceptance criteria under Article 1.10, Criteria for Well Acceptance, of this Section. The Contractor shall secure prior written approval from the Engineer of any changes in the sand-content testing method.
- B. Turbidity shall be measured on site by a method approved by the Engineer on water samples collected after 5 minutes of uninterrupted pumping at the design capacity. Pumping for the turbidity test shall begin after a rest period of at least 5 minutes.
- C. The Contractor shall attempt to meet the development criteria by the methods outlined. If the development criteria are not met after 16 hours of development using methods approved by the Engineer, the Engineer, Owner, and Contractor shall meet to evaluate alternative development methods. Placing the entire burden on the Contractor is not the intent of these criteria for circumstances and events beyond the Contractor's control. If, after due diligence by the Contractor, Owner,

and Engineer, the development criteria cannot be met, these criteria may be revised as appropriate.

3.06 AQUIFER PERFORMANCE TESTING

- A. The aquifer performance testing will consist of background water level monitoring followed by a step-drawdown test performed on the completed and developed production well. The Contractor shall conduct the step-drawdown test on the completed well in which the well shall be pumped at the four escalating rates shown in Article 1.01. Discharge rates and drawdown shall be measured and recorded. Each pumping rate shall be maintained for a minimum of 1 hour. Pumping at the final flow rate shall continue for up to 4 hours or until achieving stability as defined by a change in water level that is not more than 0.1 foot in 1 hour. At the conclusion of the pumping period, the pump shall be shut off and the well shall be allowed to recover for at least 24 hours.
- B. The Contractor shall notify the Engineer at least 72 hours before starting the aquifer performance test. The schedule for the test shall be approved by the Engineer.
- C. The Contractor will not be paid for incomplete tests and shall be responsible for all of the costs of the Engineer during failed tests. The Engineer shall be the sole judge of data integrity.
- D. The Contractor shall be solely responsible for proper installation, testing, operation, and maintenance of the test and data collection equipment (pump, valves, discharge pipe, duplex hose bib, data loggers, etc.) as described in Article 2.03 of this Section. The pump and all measuring or testing equipment must be disinfected before being placed in the well.
- E. The Contractor shall conduct the test in the following manner:
 - 1. The Contractor shall notify the Engineer before beginning testing or data logger operations.
 - 2. The Contractor shall install water level pressure transducers with data logging capabilities in the newly drilled well and an additional transducer shall be installed in the other production well at each Project site.
 - 3. Background groundwater levels shall be recorded a minimum of 24 hours before beginning the aquifer performance test. Water levels shall be recorded at a maximum interval of 15 minutes during the background period.
 - 4. While pumping, for at least 1 minute before and 5 minutes after starting the pump or changing the pumping rate, water levels should be recorded at a maximum interval of 1 second. The recording interval may be

lengthened after the water level has stabilized but may not exceed 1 minute.

5. Following the end of pumping, water levels shall be recorded at a maximum interval of 1 second for at least 15 minutes. The recording interval may be lengthened for the duration of the recovery period but may not exceed 15 minutes.
- F. The Contractor shall operate the pump without interruption at no more than 5% fluctuation in the designated rate of discharge during the full period of the aquifer performance test. During well testing, the Contractor shall record discharge rates at a maximum interval of 15 minutes. If a test is started but must be stopped due to equipment breakdown or inadequate supervision by the Contractor, no extra payment will be made for the time spent pumping before the test had to be stopped or the time spent waiting for recovery before the test is restarted. If any part of the pumping equipment fails to operate properly or impairs the proper functioning of another element or instrument involved in the test, the equipment shall be removed and repaired at the expense of the Contractor and no extra payment will be made for the delay.
- G. The Contractor shall provide the results of the aquifer performance test to the Engineer immediately on the test's completion. Electronic data from the logger shall be given to the Engineer in an ASCII tabular format or Microsoft Excel file format. The Contractor shall retain a copy of the data for his records. Final design of the well pump and above-grade facilities is contingent on the results of the aquifer performance tests and requires a timely submittal.

3.07 GEOPHYSICAL LOGGING

- A. The Contractor shall run the geophysical logs called for in Article 1.01 and Section 02521, Geophysical Logging, on the open pilot hole from the total depth of the well to the ground surface and the completed well. The Contractor shall provide the Engineer with electronic copies of the logs (in .PDF and .LAS formats) and two copies of the video log on a Universal Serial Bus (USB) flash drive.

3.08 PACKER TESTING (ADDITIVE BID ALTERNATE ONLY)

- A. Complete one straddle packer or off-bottom packer test within the interval from 50 feet to 300 feet. Collect hydraulic data and two water-quality samples during the packer testing. The goal of these packer tests is to assess lower zones for casing depth, define ambient groundwater quality, and evaluate hydraulic characteristics of the interval. Two separate tests will be run at each packer test setting depth, testing below the packer and above the packer (annulus).

3.09 WELL DISINFECTION

- A. Disinfection by chlorination shall be in accordance with AWWA A100 and AWWA C654.
- B. Well pumps and other permanent equipment and material to be installed in the well shall be chlorinated before installation. After permanent equipment is installed, the well shall be chlorinated before putting the well or pumping system into service.

3.10 PRODUCTION WELL ABANDONMENT

- A. If the Contractor fails to complete a well in accordance with this Section or WMD, state, or local rules, the well shall be abandoned. If the Contractor must abandon the well, it shall be plugged in accordance with the rules and procedures of the applicable WMD.
- B. If the Contractor must abandon the well due to unacceptable water quality or flow rate, documented costs of drilling and abandonment will be borne by the Owner.
- C. If the Contractor must abandon the well through fault of the Contractor or the Contractor's employees or subcontractors, the costs of drilling and abandonment shall be solely borne by the Contractor.

3.11 PROTECTION AND SITE CLEANUP

- A. At all times during the progress of the Work, the Contractor shall use necessary precautions to prevent tampering with the wells and/or allowing foreign material to enter them.
- B. Immediately on disinfecting the well, the Contractor shall remove all equipment, materials, and supplies from the site of the Work; remove all surplus materials and debris; and fill in all holes or excavations. The Contractor shall also regrade the site to conform to the contours of the land before Work started. Not more than 7 calendar days shall be allowed for this site restoration, and the Contractor shall complete all site restoration work within that time.

3.12 NOTIFICATION

- A. The Contractor shall provide written notification to the Engineer a minimum of 72 hours before beginning the well construction and/or testing activities to allow the Engineer to have a resident observer present. The Engineer's representative shall be on site for installation of casing, grouting, geophysical logging, and final well testing conducted at the site, unless otherwise authorized.

DAILY DRILLING FIELD REPORT		DATE	
		JOB #	
PROJECT:		WELL NAME/NUMBER:	
DRILLER / HELPERS:			
REFERENCE POINT (GROUND, TOP OF CASING, ETC.):		DEPTH TO STATIC WATER LEVEL (FT):	
		TIME RECORDED:	
WEATHER: CLEAR OVERCAST RAIN HEAVY RAIN			
TEMPERATURE (°F): <32 32-50 50-70 70-85 >85			
WIND: STILL MEDIUM HIGH			
HUMIDITY: DRY MODERATE HUMID			
DRILLING METHOD: _____ BIT DIA: _____ DEPTH: FROM _____ TO _____ TIME: FROM _____ TO _____	CASING MATERIAL: _____ CASING DIA: _____ DEPTH: FROM _____ TO _____ TIME: FROM _____ TO _____	CORING CORE DIA: _____ DEPTH: FROM _____ TO _____ TIME: FROM _____ TO _____ FOOTAGE RECOVERED: _____	
GROUTING DEPTH: FROM _____ TO _____ TOTAL # OF BAGS: _____	MOB/DEMOB TIME: FROM _____ TO _____		
FORMATIONS ENCOUNTERED			
DESCRIPTION	DEPTH		COMMENT / SAMPLE DESCRIPTION (CUTTING, WATER QUALITY, ETC.)
	FROM	TO	
COMMENTS:			

END OF SECTION

SECTION 02521
GEOPHYSICAL LOGGING

PART 1 GENERAL

1.01 SCOPE OF WORK

- A. The Contractor shall furnish all labor, materials, equipment, and all other facilities and incidentals necessary to characterize subsurface conditions and well construction using geophysical and color video logging at the well installed under this Contract. The geophysical and other surveys identified in Paragraph 3.01B of this Section shall be performed on the well.
- B. The term *geophysical logging* as used in this Section means all geophysical, temperature, flow, video, location, and other downhole surveys and collection of fluid samples using wireline apparatus.
- C. This Section is intended to give a general description of what is required but does not cover all variables and conditions that may occur. The Contractor shall complete the logging to the satisfaction of the Engineer whether every detail is specifically mentioned or not.

1.02 RELATED WORK

- A. The Contract Documents and Specification Section listed below are an integral part of this Section and the Contractor shall be responsible for providing these Sections to the well driller, subcontractors, and vendors.
 - 1. Section 02520, Water Supply Well Construction.

1.03 SUBMITTALS

The Contractor shall submit shop drawings and submittals in accordance with the Contract Documents.

- A. The Engineer shall review Shop Drawings, geophysical log samples, and other required submittals. The Engineer's review shall only be for conformance with the design concept of the Project and for conformance with the information provided in the Contract Documents. The Engineer's review shall not relieve the Contractor from responsibility for any deviations from the Contract Documents unless the Contractor has called the Engineer's attention to such deviation at the

time of submission in writing and the Engineer has given written concurrence to the specific deviation.

- B. Ten days before beginning logging, the Contractor shall submit a list of materials and personnel to be used in the geophysical and video logging of the well. Materials required, establishing compliance with the Specifications, shall include but are not limited to the following items:
1. Type of logging units and types of logging tools available.
 2. Hole diameter limitations of tools.
 3. Personnel doing the logging.
 4. Number of years' experience the geophysical logging personnel have.
- C. During logging of the well, the logging Contractor shall maintain a complete written record at the well site detailing the following:
1. Reference point for all depth measurements.
 2. Depth at which each formation-change occurs.
 3. Depth of the bottom of the casing.
 4. Logging speed and direction.
 5. Depths of significant voids within the open borehole.
 6. Other pertinent data requested by the Engineer.
- D. A daily detailed logger's report shall be recorded during the logging of the well and permanently maintained. The daily detailed logger's report shall be submitted as requested by the Engineer. The report shall completely describe the number of feet logged, types of logs run, number of hours on the job, shutdown due to breakdown, any downhole problems during the logging, and other pertinent data requested by the Engineer.
- E. The Contractor shall provide field hardcopy plots, video recordings, and digital files in .PDF and .LAS (or binary) format as appropriate at the completion of the day's logging activities. These plots shall be stamped "DRAFT," provided before leaving the site, and considered as provisional data until the Contractor certifies them as final. All geophysical well log header files shall include the latitude and longitude with datum for the well and the well name.
- F. Within 7 days after logging the well, the Contractor shall finalize processing of the logs, certify them as final, and submit final well logs to the Engineer. Final log processing shall be completed by the geophysical logging contractor to ensure that logs are depth referenced to land surface, graphic plots are scaled such that 1 inch equals no more than 20 feet of depth, data quality is verified based on probe calibrations, sufficient well header information is included so that the well location and logging conditions are identified, and digital files are compatible for

import into WellCAD software (e.g., LAS, Century binary for acoustic logs, Mount Sopris RD files). Final well logs shall be submitted as hard copy plots and as electronic files in .PDF format along with the WellCAD-compatible digital log data files. If file size permits, emailing to the Engineer is the preferred method of submittal. Video surveys shall be submitted on a USB flash drive or other approved transfer device.

- G. The Contractor shall supply four paper copies and one electronic copy of each final geophysical log. The geophysical logs shall include the following:
1. Total depth and diameter of the logged open hole.
 2. Depth or location of any lost tools or wire line.
 3. Depth and diameter of the casing.
 4. Type of log.
 5. Units of measurements.
 6. Scale.
 7. Name of operator.
 8. Rate of logging.
 9. Other pertinent data requested by the Engineer.
- H. Flowmeter log headers shall include the amount of water being pumped if applicable, trolling direction of the probe (up, down), average line speed if not included as a log trace, and scaled so that a reported value (constant pressure system [cps], revolutions per minute [rpm], or gallons per minute [gpm]) increase represents upward fluid flow.
- I. All logs shall become the property of the Owner and shall be available for inspection by the Owner during logging.

1.04 QUALIFICATIONS

- A. The Contractor responsible for geophysical and video logging shall employ only competent workers for the execution of the Work, and all such Work shall be performed under the direct supervision of an experienced geophysical logger satisfactory to the Engineer.
- B. The geophysical logger shall be capable of interpreting the geophysical logs, maintaining complete and current geophysical well logs, and taking daily notes.
- C. The Owner may make any other investigations deemed necessary to determine the ability of the Contractor to perform the Work, and the Contractor shall furnish to the Owner all such information and data for this purpose as the Owner may request.

- D. The Contractor shall furnish satisfactory evidence, on request, that all equipment to be used in performing the specified Work is in good working order.
- E. The Contractor shall ensure that all logging tools shall be capable of accurately logging a borehole that is 8 inches or greater in diameter.

1.05 NOTIFICATION

- A. Ten days before beginning Work, the Contractor shall provide the proposed Work schedule to the Engineer in writing, including the following:
 - 1. Starting date of the well logging.
 - 2. Completion date of the well logging.
- B. Ten days before beginning Work, the Contractor shall notify the Engineer, in writing, of the number of logging units and personnel to be used on the Project. Any change in the number of units and personnel shall require written notification to the Engineer 48 hours before the change.
- C. Forty-eight hours before the start of any logging, the Engineer shall be notified in writing by the Contractor.
- D. No work shall be performed by the Contractor without completing the notification requirements specified above.

1.06 ADDITIONAL LOGGING

- A. At the option of the Engineer or Owner, additional work may be authorized. Additional work shall be completed at prices provided in the Bid Form or as negotiated with the Owner and Engineer.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION

3.01 WELL LOGGING

- A. The Contractor shall perform the geophysical and video logging of the pilot hole in 1 day or on consecutive days. No payment shall be made for remobilization because of failure of equipment, hole condition, or preparation by the Contractor.
- B. The Contractor shall run the following logs on the pilot hole:
 - 1. Caliper.

2. Natural gamma.
 3. Single point resistance.
 4. Long (64 inches) and short (16 inches) normal resistivity.
 5. Temperature (differential).
 6. Temperature (gradient).
 7. Fluid conductivity.
 8. Spinner flowmeter (static).
 9. Spinner flowmeter (dynamic – pumping with at minimum flow of 500 gpm).
- C. The Contractor shall run the following logs on the final completed 16-inch casing and open hole:
1. Color borehole video log.
- D. The Contractor shall calibrate all geophysical logging instruments before and after completing the log and shall document dates, times, and results of calibrations.
- E. The Contractor shall run the logs in the order specified by the Engineer.
- F. Geophysical logs shall be run from the bottom of the hole to ground surface except for the flowmeter and video logs, which may be run with the tool trolling up and down the borehole.
- G. The Contractor shall run all logs at the rates specified by the manufacturer of the unit and tool to obtain the maximum definition of formation and fluid characteristics.
- H. The Contractor shall conduct video logging as follows:
1. Logging shall be conducted under static and pumping conditions.
 2. Television equipment shall consist of a self-contained camera and a monitoring unit connected by an appropriate cable.
 3. The camera shall be small enough to ensure passage through the casing, be waterproof, and have a continuous, clear picture showing the entire inside periphery of the constructed well.
 4. The television equipment shall be capable of writing on the monitor screen and appropriate media transfer device to indicate the Owner, well name, date, and depth.
 5. The video survey shall be performed on the entire depth of the well.
 6. A continuous record of the survey shall be recorded and furnished to the Owner on a USB flash drive or other approved transfer device.
 7. The Contractor shall maintain a work report, in log form, during the video survey. The log shall show the exact location of each section of casing,

notations as to any irregularities (casing, borehole, other) that might be discovered, comments on the depth and size of cavities encountered, and other items of interest.

8. Copies of such records (certified as final) shall be provided within 7 days of completing the logging run and shall be furnished with the descriptive literature submittals to be compiled at the conclusion of the Project.
- I. All geophysical logging shall be performed in the presence of the Engineer.
 - J. All geophysical well log header files shall include the latitude and longitude with datum for the well and the well name.
 - K. Logging procedures:
 1. Gamma in counts per second.
 2. Caliper logs – four-arm caliper preferred.
 3. The Contractor shall correct the results of the static and pumping flow logs for the borehole diameter.
 4. Data shall be annotated to show the direction of the flow logging instrument movement.
 5. All geophysical logs shall be presented with a vertical scale of 1 inch equals 20 feet.
 - L. Once logging is completed, field hard copy plots, videos, and digital files in LAS (or binary) format as appropriate to the type of logs run shall be provided to the Engineer or designated on-site personnel. These plots shall be provided before leaving the site and will be considered as provisional data until the Contractor certifies them as final.
 - M. Final log processing shall be performed by the geophysical logging contractor to ensure that all logs are depth referenced to land surface, graphic plots are scaled appropriately in a readable format, data quality are verified based on probe calibrations, sufficient well header information is included so that the well location and logging conditions are identified, and digital files are compatible for import into WellCAD software (e.g., LAS, Century binary for acoustic logs, Mount Sopris RD files). Flowmeter log headers shall include the amount of water being pumped (if applicable), trolling direction of probe (up, down), average line speed if not included as a log trace, and scaled so that a reported value (cps, rpm, or gpm) increase represents upward fluid flow.
 - N. Once the Contractor has completed log processing and certified them as final, the final plots shall be submitted as electronic files in .PDF format along with the WellCAD-compatible digital log data files. If file size permits, emailing to the

Engineer is the preferred method of submittal. Video surveys shall be submitted on a USB flash drive.

3.02 LOSS OF TOOLS

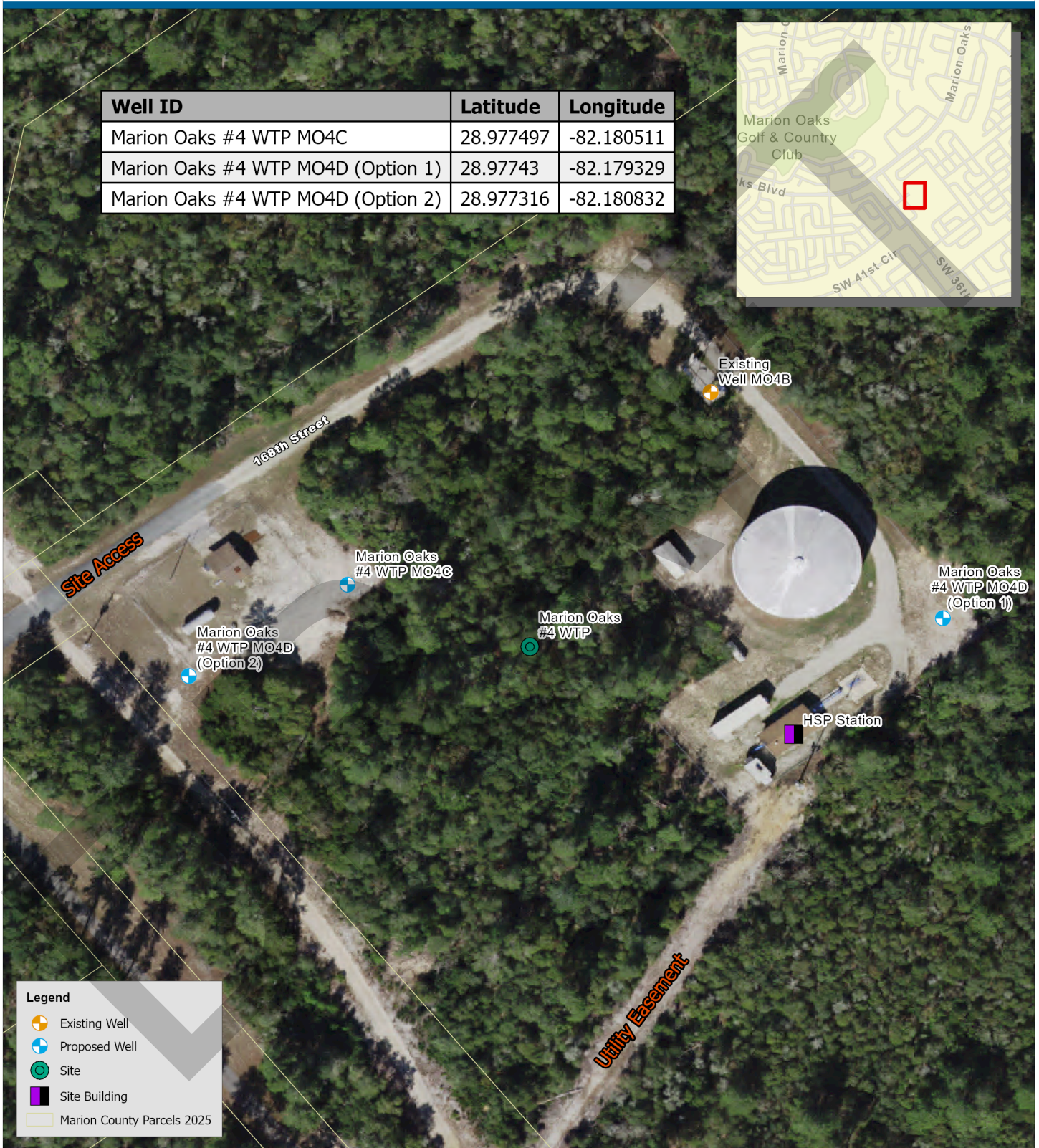
- A. The Contractor shall take full responsibility for well logging and for loss of tools.
- B. The Contractor shall take full responsibility for the condition of the hole during and after logging. The Contractor shall hold harmless the Owner and Engineer for the loss of tools, damage to the borehole, and hole collapse.
- C. The Contractor shall receive no payment for time and material needed to remove/retrieve lost tools and equipment and no compensation for replacing equipment or loss of time.

END OF SECTION

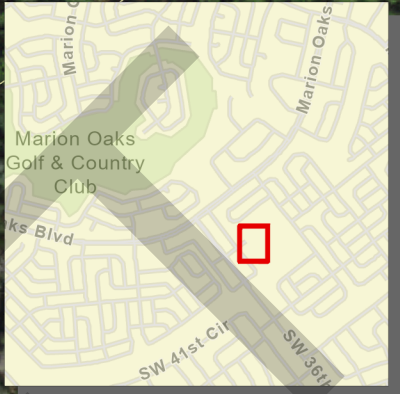
Figure 1

Well Location Map

Marion Oaks #4 WTP Well Numbers MO4C and MO4D Construction



Well ID	Latitude	Longitude
Marion Oaks #4 WTP MO4C	28.977497	-82.180511
Marion Oaks #4 WTP MO4D (Option 1)	28.97743	-82.179329
Marion Oaks #4 WTP MO4D (Option 2)	28.977316	-82.180832



Legend

- Existing Well
- Proposed Well
- Site
- Site Building
- Marion County Parcels 2025

0 50 100
 Feet
 1:1,200

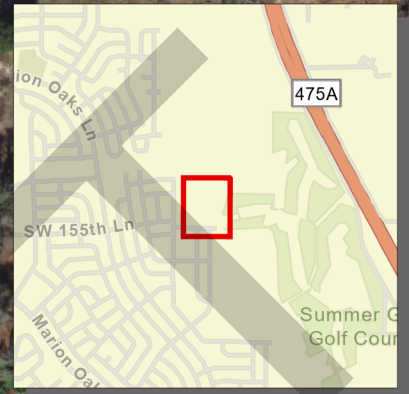


Figure 1

Well Location Map

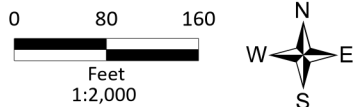
Summerglen WTP Well Numbers SG4 and SG5 Construction

Well ID	Latitude	Longitude
SG4 Construction	28.996805	-82.158539
SG5 Construction	28.997364	-82.158569

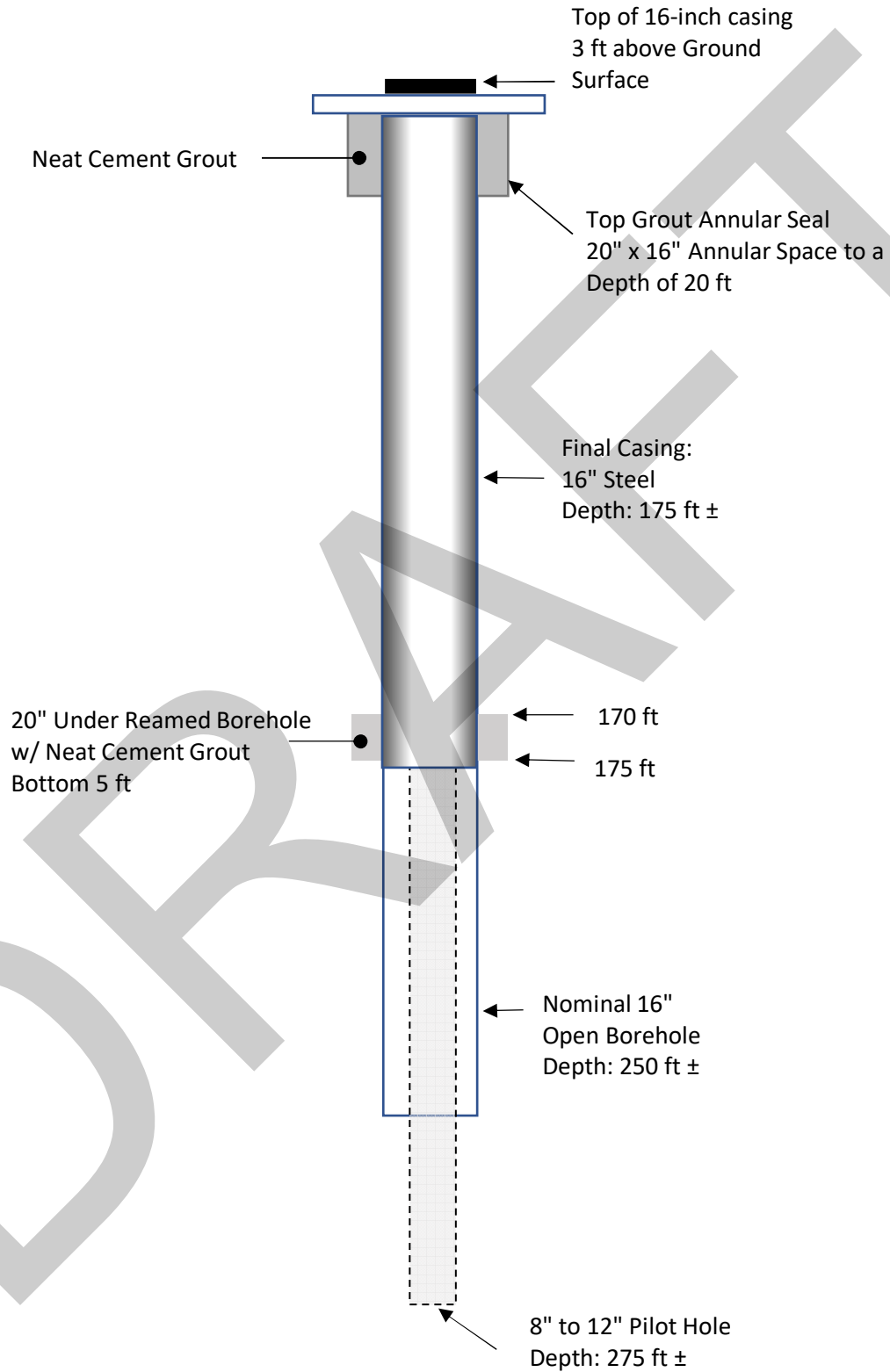


Legend

- Existing Well
- Proposed Well
- Site
- Marion County Parcels 2025



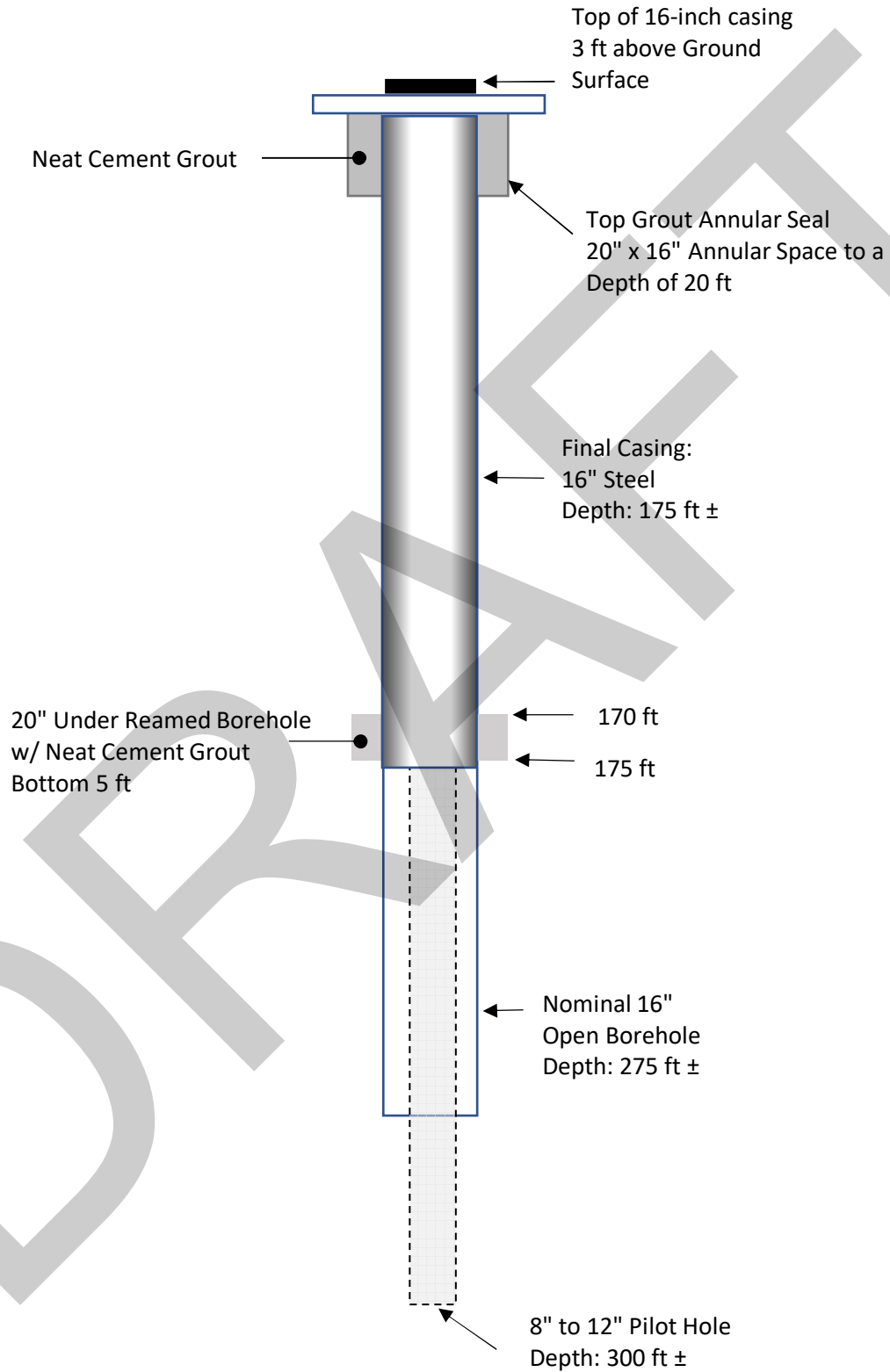
MARION OAKS #4 TYPICAL WELL CONSTRUCTION SCHEMATIC



NOT TO SCALE

JonesEdmunds

SUMMERGLEN TYPICAL WELL CONSTRUCTION SCHEMATIC



NOT TO SCALE

JonesEdmunds

SECTION 01200
MEASUREMENT AND PAYMENT

PART 1 GENERAL

1.01 SCOPE OF WORK

- A. This Section covers methods of measurement and payment for items of Work under this Contract.
- B. The total Contract Price shall cover all Work required by the Contract Documents. All costs in connection with the proper and successful completion of the Work, including furnishing all materials, equipment, and tools and performing all necessary labor and supervision to fully complete the Work shall be included in the unit price and lump-sum Bid prices. All Work not specifically set forth as a pay item in the Bid Form or Bid Schedule shall be considered a subsidiary/ ancillary obligation of the Contractor and all costs in connection with these subsidiary/ancillary obligations shall be included in the Bid(s) to provide a complete and functional Project.

1.02 WARRANTIES

- A. Warranties shall be in accordance with the Contract Documents.

1.03 DELIVERY, STORAGE, AND HANDLING

- A. The Contractor shall adhere to the requirements specified in the Contract Documents for storing and protecting the items specified in this Section.

1.04 EXCAVATION, TRENCHING, AND CLEARING

- A. Except where otherwise specified, the unit price or lump-sum price bid for each item of Work which involves excavating, trenching, clearing, grubbing, or disposal of cleared and grubbed materials shall include all costs for such Work. No direct payment shall be made for clearing, grubbing, disposal of cleared or grubbed materials, excavating, trenching, disposal of surplus excavated material, handling water (and groundwater), and purchasing and hauling of required fill material. All excavating and trenching shall be unclassified as to materials that may be encountered; in addition, trenches shall be unclassified as to depth unless otherwise stated.

1.05 LUMP SUM

- A. For lump-sum items, payments shall be made to the Contractor in accordance with an accepted Progress Schedule of Values on the basis of actual Work completed and accepted by the Owner at the final completion of the Project.

1.06 UNIT PRICE

- A. For unit-price items, payment shall be made based on the actual amount of Work accepted by the Owner and for the actual amount of materials in place at the final completion of the Project as confirmed by the final measurements.
- B. After the Work is completed and before final payment is made, the Engineer will make final measurements with all required assistance from the Contractor to determine the quantities of various items of Work accepted as the basis for the final unit price payment.

1.07 PAYMENT FOR INCREASED OR DECREASED QUANTITIES

- A. When alterations in the quantities of unit price work not requiring a Change Order(s) as herein provided for are ordered and performed, the Contractor shall accept payment in full at the Contract unit price multiplied by the actual quantities of Work constructed and accepted by the Owner at the completion of the project.
- B. The actual percentage of each lump-sum Bid Item completed by the Contractor and accepted by the Owner at the final completion of the Project will be paid to the Contractor.

1.08 DELETED ITEMS

- A. If any items contained in the Bid Schedule(s) are found unnecessary for the proper completion of the Work contracted, the Engineer may eliminate such items from the Contract. This action shall in no way invalidate the Contract and no financial allowance or compensating payment for expected profit, overhead, etc., will be made for items so eliminated in making final payment to the Contractor.

1.09 PARTIAL PAYMENTS

- A. Partial payments shall be made monthly as the Work progresses. Partial payment shall be made subject to the provisions of the Contract Documents.

1.10 PAYMENT FOR STORED MATERIAL DELIVERED TO THE PROJECT

- A. When requested by the Contractor and at the discretion of the Owner, payment may be made for all or part of the value of acceptable materials and equipment to be incorporated into Bid Items that have not been used and that have been delivered to the construction site or placed in storage places acceptable to the Owner. The Contractor shall provide receipts for all stored material items requested for reimbursement that clearly identify the stored material item, where it is to be constructed, the unit cost of the item, the total cost of the delivered item(s), the quantity of the item, the brand name of the item, and the supplier. Additional documentation requirements and storage requirements are within the Contract Documents that must also be met before the Contractor can be reimbursed for these stored materials.
- B. No payment shall be made for fuels, supplies, installation or connection hardware, lumber, false work, or other similar materials or on temporary structures or other work (items) of any kind that are not a permanent part of the Contract. Items having a value of less than \$2,500 shall not be compensated for as a stored material item.

1.11 FINAL PAYMENT

- A. If requested by the Engineer, the Contractor shall field verify all quantities in dispute by using visual observation, taped measurements, or other methods designated by the Engineer. The field verification shall be made in the presence of the Engineer and agreed to by the Engineer and the Contractor. The Engineer will prepare a final adjusting Change Order, which will adjust the final quantities of the project Bid Schedule to reflect the actual Work accepted by the Owner and for which the Contractor will be compensated.

1.12 SCHEDULE OF VALUES

- A. A Schedule of Values for the lump-sum Bid Items and some of the unit-price Bid Items as required by the Engineer shall be submitted and accepted before the first pay request is approved by the Engineer. The Schedule of Values shall be based on the prices bid in the Bid Schedule(s). Prices bid in the Bid Schedule(s) cannot be changed in the Schedule of Values; they can only be broken down into more detail so that the Engineer can more accurately review and approve the Contractor's pay application for the completed Work.

1.13 MISCELLANEOUS CONSTRUCTION ITEMS

- A. The Contractor shall take all precautions necessary to protect existing utilities, roads, and miscellaneous items from damage during construction.
- B. The Contractor shall repair, relocate, or replace existing utilities, roadways, and miscellaneous items to pre-construction conditions.
- C. All repairs, relocations, and replacements necessary are considered incidental to the Work and will be at the Contractor's cost with no cost to the Owner.
- D. The unit-price Bid Items and lump-sum Bid Items for all pipe items shall constitute full compensation for furnishing, laying, jointing, and testing of pipe; dewatering; excavating and backfilling; and cleanup. All pipe is to be paid for per linear foot in the Bid Schedule.

PART 2 PAY ITEM DESCRIPTIONS

2.01 BID

The descriptions provided in the following Paragraphs are to be used by the Bidder in preparing the Bid Schedule(s). They generally indicate how the major Workscope items and their respective costs are to be separated into the line items listed in the Bid Schedule(s). These descriptions are not fully representative nor all-inclusive of the Work required to complete the Project in accordance with the Contract Documents. It is the Bidder's responsibility to include all required costs within the most appropriate line item(s).

BASE BID – MARION OAKS #4 AND SUMMERGLEN WATER TREATMENT PLANTS POTABLE WELLS CONSTRUCTION

Item I-1. Mobilization/Demobilization to Well Sites (not to exceed 12% of the Base Bid)—

This Item shall include and cover the costs for performing construction and preparatory and overhead operations, including but not limited to moving personnel and equipment to and from the sites and providing sanitary facilities, project administration and management, insurance, bonds, Owner and Engineer indemnification, temporary utilities, permits related to construction, and all other similar activities and facilities necessary for executing this Project. This Item shall not exceed 12% of the Base Bid amount. The Contractor will be paid 50% of this Item on first payment request on completing mobilization and then 10% per month until 80% is reached and the 20% balance on demobilization.

Item II-1. Marion Oaks #4 Replacement Well Construction (Well MO4C): Underreaming, Grouting, and Surface Annular Seal—The Contractor shall furnish all labor, materials, equipment, and services for underreaming, grouting, and preparing the surface annular seal described in Section 02520, Water Supply Well Construction, Table 1, Item 5, including

underreaming the last 5 feet of the hole for the casing seat, grouting the enlarged hole, seating the casing, and sealing the uppermost 20 feet of casing with no less than a 2-inch nominal thickness of cement grout in accordance with the Contract Documents. The Contractor will be paid on a lump-sum basis on completion.

Item II-2. Marion Oaks #4 Replacement Well Construction (Well MO4C): 8- to 12-Inch-Diameter Pilot Hole—The Contractor shall furnish all labor, materials, equipment, and services for drilling and backfilling the 8- to 12-inch-diameter pilot hole in accordance with the Contract Documents and as described in Section 02520, Water Supply Well Construction, Table 1, Item 2. The Contractor will be paid for each linear foot of the 8-to 12-inch-diameter pilot hole drilled. The Field Water Quality Testing described in Section 02520, Water Supply Well Construction, Table 2, Item 1, shall start where water circulation can be established below the level that the first competent limestone is encountered, estimated at 50 feet below land surface (bls), and advance to the target depth of approximately 275 feet bls for this well. Payment for the Field Water Quality Testing, Formation Sample Collection, and Rossum Sand Testing during drilling described in Section 02520, Water Supply Well Construction, will be included in the unit price per foot. Drilling depths and casing depths are estimates only. The actual depths of these items shall be determined in the field by the Engineer. Unit costs for these items shall remain the same regardless of the actual depths or quantities used.

Item II-3. Marion Oaks #4 Replacement Well Construction (Well MO4C): Geophysical Logging of 8- to 12-Inch-Diameter Pilot Hole—The Contractor shall furnish all labor, materials, equipment, and services for performing geophysical logs in the 8- to 12-inch-diameter pilot hole in accordance with the Contract Documents and as described in Section 02520, Water Supply Well Construction, Table 2, Item 4, including but not limited to test pumping and providing all information identified in the Contract Documents. The Contractor will be paid the lump sum after receipt and Engineer approval of the geophysical log information.

Item II-4. Marion Oaks #4 Replacement Well Construction (Well MO4C): Install 16-Inch-Diameter Final Casing—The Contractor shall furnish all labor, materials, equipment, and services for installing the 16-inch-diameter well casing (estimated at a total depth of 175 feet bls) in accordance with the Contract Documents and as described in Section 02520, Water Supply Well Construction, Table 1, Item 3. The Contractor will be paid for each linear foot of final casing installed.

Item II-5. Marion Oaks #4 Replacement Well Construction (Well MO4C): Reaming of Open Borehole—The Contractor shall furnish all labor, materials, equipment, and services for reaming the 16-inch-diameter nominal open borehole in accordance with the Contract Documents and as described in Section 02520, Water Supply Well Construction, Table 1, Item 1. Payment will be made at the unit price per foot drilled in accordance with the Bid Form.

Item II-6. Marion Oaks #4 Replacement Well Construction (Well MO4C): Geophysical Logging of 16-Inch-Diameter Casing and Open Borehole—The Contractor shall furnish all labor, materials, equipment, and services for performing geophysical logs of the 16-inch-

diameter final casing and open borehole in accordance with the Contract Documents and as described in Section 02520, Water Supply Well Construction, Table 2, Item 4, including but not limited to pumping for water clarity, recoding color video, and providing all information identified in the Contract Documents. The Contractor will be paid the lump sum after receipt and Engineer approval of the video log.

Item II-7. Marion Oaks #4 Replacement Well Construction (Well MO4C): Temporary Discharge Piping—After completing the test well, the Contractor shall furnish all labor, materials, equipment, and services necessary for installing temporary discharge piping for the well development and aquifer performance testing and then removing the piping after successful completion and acceptance of testing in accordance with the Contract Documents. The minimum required pipe length is 500 feet as identified in the Contract Documents. The basis of bid is 500 feet. Payment will be made at the unit price per foot in accordance with the Bid Form.

Item II-8. Marion Oaks #4 Replacement Well Construction (Well MO4C): Well Development—After completing the test well and installing the discharge piping, the Contractor shall furnish all labor, materials, equipment, and services necessary for developing the production well by pumping in accordance with the Contract Documents. This Item includes but is not limited to furnishing and setting up the well test pump. Payment will be made at the unit price per hour pumped in accordance with the Bid Form.

Item II-9. Marion Oaks #4 Replacement Well Construction (Well MO4C): Aquifer Performance Testing—After completing the well development, the Contractor shall furnish all labor, materials, equipment, and services necessary for performing aquifer testing on the developed production well by pumping in accordance with the Contract Documents and as described in Section 02520, Water Supply Well Construction, Table 2, Item 6. This Item includes but is not limited to furnishing and removing the well test pump. The Contractor will be paid the lump sum after receipt and Engineer approval of the aquifer performance testing results.

Item II-10. Marion Oaks #4 Replacement Well Construction (Well MO4C): Plumbness and Alignment Testing—The Contractor shall furnish all labor, materials, equipment, and services for performing the plumbness and alignment testing in accordance with the Contract Documents and as described in Section 02520, Water Supply Well Construction, Table 2, Item 5. The Contractor will be paid the lump sum after receipt and Engineer approval of the plumbness and alignment testing results.

Item II-11. Marion Oaks #4 Replacement Well Construction (Well MO4C): Laboratory Water Quality Testing—The Contractor shall furnish all labor, materials, equipment, and services necessary for performing the laboratory water-quality testing during drilling the pilot hole as described in Section 02520, Water Supply Well Construction, Table 2, Item 2, and in accordance with the Contract Documents. The Contractor will be paid per sample tested after receipt and Engineer approval of the water-quality testing results. The basis for bid is five samples. The

preferred testing laboratory is Aqua Pure Water & Sewage Service LLC, Ocala, Florida, (352) 355-2383.

Item II-12. Marion Oaks #4 Replacement Well Construction (Well MO4C): Final Water Quality Testing—The Contractor shall furnish all labor, materials, equipment, and services necessary for performing the final water-quality testing described in Section 02520, Water Supply Well Construction, Table 2, Item 3, during the aquifer performance testing in accordance with the Contract Documents. The Contractor will be paid the lump sum after receipt and Engineer approval of the water-quality testing results. The preferred testing laboratory is Aqua Pure Water & Sewage Service LLC, Ocala, Florida, (352) 355-2383.

Item III-1. Marion Oaks #4 Backup Well Construction (Well MO4D): Underreaming, Grouting, and Surface Annular Seal—The Contractor shall furnish all labor, materials, equipment, and services for underreaming, grouting, and preparing the surface annular seal described in Section 02520, Water Supply Well Construction, Table 1, Item 5, including underreaming the last 5 feet of the hole for the casing seat, grouting the enlarged hole, seating the casing, and sealing the uppermost 20 feet of casing with no less than a 2-inch nominal thickness of cement grout in accordance with the Contract Documents. The Contractor will be paid on a lump-sum basis on completion.

Item III-2. Marion Oaks #4 Backup Well Construction (Well MO4D): 8- to 12-Inch-Diameter Pilot Hole—The Contractor shall furnish all labor, materials, equipment, and services for drilling and backfilling the 8- to 12-inch-diameter pilot hole in accordance with the Contract Documents and as described in Section 02520, Water Supply Well Construction, Table 1, Item 2. The Contractor will be paid for each linear foot of the 8- to 12-inch-diameter pilot hole drilled. The Field Water Quality Testing described in Section 02520, Water Supply Well Construction, Table 2, Item 1, shall start where water circulation can be established below the level that the first competent limestone is encountered, estimated at 50 feet bls, and advance to the target depth of approximately 275 feet bls for this well. Payment for the Field Water Quality Testing, Formation Sample Collection, and Rossum Sand Testing during drilling described in Section 02520, Water Supply Well Construction, will be included in the unit price per foot. Drilling depths and casing depths are estimates only. The actual depths of these items shall be determined in the field by the Engineer. Unit costs for these items shall remain the same regardless of the actual depths or quantities used.

Item III-3. Marion Oaks #4 Backup Well Construction (Well MO4D): Geophysical Logging of 8- to 12-Inch-Diameter Pilot Hole—The Contractor shall furnish all labor, materials, equipment, and services for performing geophysical logs in the 8- to 12-inch-diameter pilot hole in accordance with the Contract Documents and as described in Section 02520, Water Supply Well Construction, Table 2, Item 4, including but not limited to test pumping and providing all information identified in the Contract Documents. The Contractor will be paid the lump sum after receipt and Engineer approval of the geophysical log information.

Item III-4. Marion Oaks #4 Backup Well Construction (Well MO4D): Install 16-Inch-Diameter Final Casing—The Contractor shall furnish all labor, materials, equipment, and services for installing the 16-inch-diameter well casing (estimated at a total depth of 175 feet bls) in accordance with the Contract Documents and as described in Section 02520, Water Supply Well Construction, Table 1, Item 3. The Contractor will be paid for each linear foot of final casing installed.

Item III-5. Marion Oaks #4 Backup Well Construction (Well MO4D): Reaming of Open Borehole—The Contractor shall furnish all labor, materials, equipment, and services for reaming the 16-inch-diameter nominal open borehole in accordance with the Contract Documents and as described in Section 02520, Water Supply Well Construction, Table 1, Item 1. Payment will be made at the unit price per foot drilled in accordance with the Bid Form.

Item III-6. Marion Oaks #4 Backup Well Construction (Well MO4D): Geophysical Logging of 16-Inch-Diameter Casing and Open Borehole—The Contractor shall furnish all labor, materials, equipment, and services for performing geophysical logs of the 16-inch-diameter final casing and open borehole in accordance with the Contract Documents and as described in Section 02520, Water Supply Well Construction, Table 2, Item 4, including but not limited to pumping for water clarity, recoding color video, and providing all information identified in the Contract Documents. The Contractor will be paid the lump sum after receipt and Engineer approval of the video log.

Item III-7. Marion Oaks #4 Backup Well Construction (Well MO4D): Temporary Discharge Piping—After completing the test well, the Contractor shall furnish all labor, materials, equipment, and services necessary for installing temporary discharge piping for the well development and aquifer performance testing and then removing the piping after successful completion and acceptance of testing in accordance with the Contract Documents. The minimum required pipe length is 500 feet as identified in the Contract Documents. The basis of bid is 500 feet. Payment will be made at the unit price per foot in accordance with the Bid Form.

Item III-8. Marion Oaks #4 Backup Well Construction (Well MO4D): Well Development—After completing the test well and installing the discharge piping, the Contractor shall furnish all labor, materials, equipment, and services necessary for developing the production well by pumping in accordance with the Contract Documents. This Item includes but is not limited to furnishing and setting up the well test pump. Payment will be made at the unit price per hour pumped in accordance with the Bid Form.

Item III-9. Marion Oaks #4 Backup Well Construction (Well MO4D): Aquifer Performance Testing—After completing the well development, the Contractor shall furnish all labor, materials, equipment, and services necessary for performing aquifer testing on the developed production well by pumping in accordance with the Contract Documents and as described in Section 02520, Water Supply Well Construction, Table 2, Item 6. This Item includes but is not

limited to furnishing and removing the well test pump. The Contractor will be paid the lump sum after receipt and Engineer approval of the aquifer performance testing results.

Item III-10. Marion Oaks #4 Backup Well Construction (Well MO4D): Plumbness and Alignment Testing—The Contractor shall furnish all labor, materials, equipment, and services for performing the plumbness and alignment testing in accordance with the Contract Documents and as described in Section 02520, Water Supply Well Construction, Table 2, Item 5. The Contractor will be paid the lump sum after receipt and Engineer approval of the plumbness and alignment testing results.

Item III-11. Marion Oaks #4 Backup Well Construction (Well MO4D): Laboratory Water Quality Testing—The Contractor shall furnish all labor, materials, equipment, and services necessary to perform the laboratory water-quality testing during drilling the pilot hole as described in Section 02520, Water Supply Well Construction, Table 2, Item 2, and in accordance with the Contract Documents. The Contractor will be paid per sample tested after receipt and Engineer approval of the water-quality testing results. The basis for bid is five samples. The preferred testing laboratory is Aqua Pure Water & Sewage Service LLC, Ocala, Florida, (352) 355-2383.

Item III-12. Marion Oaks #4 Backup Well Construction (Well MO4D): Final Water Quality Testing—The Contractor shall furnish all labor, materials, equipment, and services necessary to perform the final water quality testing described in Section 02520, Water Supply Well Construction, Table 2, Item 3, during the aquifer performance testing in accordance with the Contract Documents. The Contractor will be paid the lump sum after receipt and Engineer approval of the water-quality testing results. The preferred testing laboratory is Aqua Pure Water & Sewage Service LLC, Ocala, Florida, (352) 355-2383.

Item IV-1. Summerglen Replacement Well Construction (Well SG4): Underreaming, Grouting, and Surface Annular Seal—The Contractor shall furnish all labor, materials, equipment, and services for underreaming, grouting, and preparing the surface annular seal described in Section 02520, Water Supply Well Construction, Table 1, Item 5, including underreaming the last 5 feet of the hole for the casing seat, grouting the enlarged hole, seating the casing, and sealing the uppermost 20 feet of casing with no less than a 2-inch nominal thickness of cement grout in accordance with the Contract Documents. The Contractor will be paid on a lump-sum basis on completion.

Item IV-2. Summerglen Replacement Well Construction (Well SG4): 8- to 12-Inch-Diameter Pilot Hole—The Contractor shall furnish all labor, materials, equipment, and services for drilling and backfilling the 8- to 12-inch-diameter pilot hole in accordance with the Contract Documents and as described in Section 02520, Water Supply Well Construction, Table 1, Item 2. The Contractor will be paid for each linear foot of the 8-to 12-inch-diameter pilot hole drilled. The Field Water Quality Testing described in Section 02520, Water Supply Well Construction, Table 2, Item 1, shall start where water circulation can be established below the level that the first competent limestone is encountered, estimated at 50 feet bls, and advance to the target depth

of approximately 300 feet bls for this well. Payment for the Field Water Quality Testing, Formation Sample Collection, and Rossum Sand Testing during drilling described in Section 02520, Water Supply Well Construction, will be included in the unit price per foot. Drilling depths and casing depths are estimates only. The actual depths of these items shall be determined in the field by the Engineer. Unit costs for these items shall remain the same regardless of the actual depths or quantities used.

Item IV-3. Summerglen Replacement Well Construction (Well SG4): Geophysical Logging of 8- to 12-Inch-Diameter Pilot Hole—The Contractor shall furnish all labor, materials, equipment, and services for performing geophysical logs in the 8- to 12-inch-diameter pilot hole in accordance with the Contract Documents and as described in Section 02520, Water Supply Well Construction, Table 2, Item 4, including but not limited to test pumping and providing all information identified in the Contract Documents. The Contractor will be paid the lump sum after receipt and Engineer approval of the geophysical log information.

Item IV-4. Summerglen Replacement Well Construction (Well SG4): Install 16-Inch-Diameter Final Casing—The Contractor shall furnish all labor, materials, equipment, and services for installing the 16-inch-diameter well casing (estimated at a total depth of 175 feet bls) in accordance with the Contract Documents and as described in Section 02520, Water Supply Well Construction, Table 1, Item 3. The Contractor will be paid for each linear foot of final casing installed.

Item IV-5. Summerglen Replacement Well Construction (Well SG4): Reaming of Open Borehole—The Contractor shall furnish all labor, materials, equipment, and services for reaming the 16-inch-diameter nominal open borehole in accordance with the Contract Documents and as described in Section 02520, Water Supply Well Construction, Table 1, Item 1. Payment will be made at the unit price per foot drilled in accordance with the Bid Form.

Item IV-6. Summerglen Replacement Well Construction (Well SG4): Geophysical Logging of 16-Inch-Diameter Casing and Open Borehole—The Contractor shall furnish all labor, materials, equipment, and services for performing geophysical logs of the 16-inch-diameter final casing and open borehole in accordance with the Contract Documents and as described in Section 02520, Water Supply Well Construction, Table 2, Item 4, including but not limited to pumping for water clarity, recoding color video, and providing all information identified in the Contract Documents. The Contractor will be paid the lump sum after receipt and Engineer approval of the video log.

Item IV-7. Summerglen Replacement Well Construction (Well SG4): Temporary Discharge Piping—After completing the test well, the Contractor shall furnish all labor, materials, equipment, and services necessary for installing temporary discharge piping for the well development and aquifer performance testing and then removing the piping after successful completion and acceptance of testing in accordance with the Contract Documents. The minimum required pipe length is 500 feet as identified in the Contract Documents. The basis of bid is 500 feet. Payment will be made at the unit price per foot in accordance with the Bid Form.

Item IV-8. Summerglen Replacement Well Construction (Well SG4): Well Development—After completing the test well and installing the discharge piping, the Contractor shall furnish all labor, materials, equipment, and services necessary for developing the production well by pumping in accordance with the Contract Documents. This Item includes but is not limited to furnishing and setting up the well test pump. Payment will be made at the unit price per hour pumped in accordance with the Bid Form.

Item IV-9. Summerglen Replacement Well Construction (Well SG4): Aquifer Performance Testing—After completing the well development, the Contractor shall furnish all labor, materials, equipment, and services necessary for performing aquifer testing on the developed production well by pumping in accordance with the Contract Documents and as described in Section 02520, Water Supply Well Construction, Table 2, Item 6. This Item includes but is not limited to furnishing and removing the well test pump. The Contractor will be paid the lump sum after receipt and Engineer approval of the aquifer performance testing results.

Item IV-10. Summerglen Replacement Well Construction (Well SG4): Plumbness and Alignment Testing—The Contractor shall furnish all labor, materials, equipment, and services for performing the plumbness and alignment testing in accordance with the Contract Documents and as described in Section 02520, Water Supply Well Construction, Table 2, Item 5. The Contractor will be paid the lump sum after receipt and Engineer approval of the plumbness and alignment testing results.

Item IV-11. Summerglen Replacement Well Construction (Well SG4): Laboratory Water Quality Testing—The Contractor shall furnish all labor, materials, equipment, and services necessary for performing the laboratory water-quality testing during drilling the pilot hole as described in Section 02520, Water Supply Well Construction, Table 2, Item 2, in accordance with the Contract Documents. The Contractor will be paid per sample tested after receipt and Engineer approval of the water quality testing results. The basis for bid is five samples. The preferred testing laboratory is Aqua Pure Water & Sewage Service LLC, Ocala, Florida, (352) 355-2383.

Item IV-12. Summerglen Replacement Well Construction (Well SG4): Final Water Quality Testing—The Contractor shall furnish all labor, materials, equipment, and services necessary to perform the final water quality testing described in Section 02520, Water Supply Well Construction, Table 2, Item 3, during the aquifer performance testing in accordance with the Contract Documents. The Contractor will be paid the lump sum after receipt and Engineer approval of the water quality testing results. The preferred testing laboratory is Aqua Pure Water & Sewage Service LLC, Ocala, Florida, (352) 355-2383.

Item V-1. Summerglen Backup Well Construction (Well SG5): Underreaming, Grouting, and Surface Annular Seal—The Contractor shall furnish all labor, materials, equipment, and services for underreaming, grouting, and preparing the surface annular seal described in Section 02520, Water Supply Well Construction, Table 1, Item 5, including underreaming the last 5 feet of the hole for the casing seat, grouting the enlarged hole, seating the casing, and sealing the uppermost

20 feet of casing with no less than a 2-inch nominal thickness of cement grout in accordance with the Contract Documents. The Contractor will be paid on a lump-sum basis on completion.

Item V-2. Summerglen Backup Well Construction (Well SG5): 8- to 12-Inch-Diameter Pilot Hole—The Contractor shall furnish all labor, materials, equipment, and services for drilling and backfilling the 8- to 12-inch-diameter pilot hole in accordance with the Contract Documents and as described in Section 02520, Water Supply Well Construction, Table 1, Item 2. The Contractor will be paid for each linear foot of the 8-to 12-inch-diameter pilot hole drilled. The Field Water Quality Testing described in Section 02520, Water Supply Well Construction, Table 2, Item 1, shall start where water circulation can be established below the level that the first competent limestone is encountered, estimated at 50 feet bls, and advance to the target depth of approximately 300 feet bls for this well. Payment for the Field Water Quality Testing, Formation Sample Collection, and Rossum Sand Testing during drilling described in Section 02520, Water Supply Well Construction, will be included in the unit price per foot. Drilling depths and casing depths are estimates only. The actual depths of these items shall be determined in the field by the Engineer. Unit costs for these items shall remain the same regardless of the actual depths or quantities used.

Item V-3. Summerglen Backup Well Construction (Well SG5): Geophysical Logging of 8- to 12-Inch-Diameter Pilot Hole—The Contractor shall furnish all labor, materials, equipment, and services for performing geophysical logs in the 8- to 12-inch-diameter pilot hole in accordance with the Contract Documents and as described in Section 02520, Water Supply Well Construction, Table 2, Item 4, including but not limited to test pumping and providing all information identified in the Contract Documents. The Contractor will be paid the lump sum after receipt and Engineer approval of the geophysical log information.

Item V-4. Summerglen Backup Well Construction (Well SG5): Install 16-Inch-Diameter Final Casing—The Contractor shall furnish all labor, materials, equipment, and services for installing the 16-inch-diameter well casing (estimated at a total depth of 175 feet bls) in accordance with the Contract Documents and as described in Section 02520, Water Supply Well Construction, Table 1, Item 3. The Contractor will be paid for each linear foot of final casing installed.

Item V-5. Summerglen Backup Well Construction (Well SG5): Reaming of Open Borehole—The Contractor shall furnish all labor, materials, equipment, and services for reaming the 16-inch-diameter nominal open borehole in accordance with the Contract Documents and as described in Section 02520, Water Supply Well Construction, Table 1, Item 1. Payment will be made at the unit price per foot drilled in accordance with the Bid Form.

Item V-6. Summerglen Backup Well Construction (Well SG5): Geophysical Logging of 16-Inch-Diameter Casing and Open Borehole—The Contractor shall furnish all labor, materials, equipment, and services for performing geophysical logs of the 16-inch-diameter final casing and open borehole in accordance with the Contract Documents and as described in Section 02520, Water Supply Well Construction, Table 2, Item 4, including but not limited to pumping for water clarity, recoding color video, and providing all information identified in the

Contract Documents. The Contractor will be paid the lump sum after receipt and Engineer approval of the video log.

Item V-7. Summerglen Backup Well Construction (Well SG5): Temporary Discharge Piping—After completing the test well, the Contractor shall furnish all labor, materials, equipment, and services necessary for installing temporary discharge piping for the well development and aquifer performance testing and then removing the piping after successful completion and acceptance of testing in accordance with the Contract Documents. The minimum required pipe length is 500 feet as identified in the Contract Documents. The basis of bid is 500 feet. Payment will be made at the unit price per foot in accordance with the Bid Form.

Item V-8. Summerglen Backup Well Construction (Well SG5): Well Development—After completing the test well and installing the discharge piping, the Contractor shall furnish all labor, materials, equipment, and services necessary for developing the production well by pumping in accordance with the Contract Documents. This Item includes but is not limited to furnishing and setting up the well test pump. Payment will be made at the unit price per hour pumped in accordance with the Bid Form.

Item V-9. Summerglen Backup Well Construction (Well SG5): Aquifer Performance Testing—After completing the well development, the Contractor shall furnish all labor, materials, equipment, and services necessary for performing aquifer testing on the developed production well by pumping in accordance with the Contract Documents and as described in Section 02520, Water Supply Well Construction, Table 2, Item 6. This Item includes but is not limited to furnishing and removing the well test pump. The Contractor will be paid the lump sum after receipt and Engineer approval of the aquifer performance testing results.

Item V-10. Summerglen Backup Well Construction (Well SG5): Plumbness and Alignment Testing—The Contractor shall furnish all labor, materials, equipment, and services for performing the plumbness and alignment testing in accordance with the Contract Documents and as described in Section 02520, Water Supply Well Construction, Table 2, Item 5. The Contractor will be paid the lump sum after receipt and Engineer approval of the plumbness and alignment testing results.

Item V-11. Summerglen Backup Well Construction (Well SG5): Laboratory Water Quality Testing—The Contractor shall furnish all labor, materials, equipment, and services necessary for performing the laboratory water-quality testing during drilling the pilot hole as described in Section 02520, Water Supply Well Construction, Table 2, Item 2, and in accordance with the Contract Documents. The Contractor will be paid per sample tested after receipt and Engineer approval of the water-quality testing results. The basis for bid is five samples. The preferred testing laboratory is Aqua Pure Water & Sewage Service LLC, Ocala, Florida, (352) 355-2383.

Item V-12. Summerglen Backup Well Construction (Well SG5): Final Water Quality Testing—The Contractor shall furnish all labor, materials, equipment, and services necessary for performing the final water-quality testing described in Section 02520, Water Supply Well

Construction, Table 2, Item 3, during the aquifer performance testing in accordance with the Contract Documents. The Contractor will be paid the lump sum after receipt and Engineer approval of the water-quality testing results. The preferred testing laboratory is Aqua Pure Water & Sewage Service LLC, Ocala, Florida, (352) 355-2383.

Item VI-1. Cavity Plugging or Well Abandonment (Do Not Include in Base Bid Amount)—The Contractor shall furnish all labor, materials, equipment, and services for installing clean gravel or grout if a cavity requires backfilling or the production well requires abandonment, using grout as described in Section 02520, Water Supply Well Construction, Paragraph 3.10. Payment will be made at the unit price per cubic yard for clean gravel and per cubic foot for grout in accordance with the Bid Form.

ADDITIVE BID ALTERNATE

The Bidder shall submit their Bid on the basis of the Base Bid and shall provide separate, additional Bid prices for the cost for each additive alternate, if any, described in the Bid Documents and as provided for on the Bid Form.

For determining the apparent low Bidder, Bids will be compared on the basis of the aggregate amount of the Base Bid, plus any combination of the additive alternates as determined by the Owner.

Item A-1. Packer Test Setup—The cost for this lump-sum additive bid alternate item in the Bid Form shall include full compensation for furnishing all labor, material, equipment, and services necessary for installing and removing the packer, setting the packer, inflating the packer, installing and removing pumping equipment, deflating the packer, and removing the packer from the well as specified in Section 02520, Water Supply Well Construction. If the Owner elects to include this optional additive bid alternate, payment for this item will be on a lump-sum basis in accordance with a percentage of completion, in accordance with the Contractor's approved schedule of bid-item breakdown, and on Engineer's verification.

Item A-2. Packer Test Pumping Time—The cost for this unit cost, additive bid alternate item in the Bid Form shall include full compensation for furnishing all labor, materials, and equipment necessary for pumping, data logging, and recovery testing during the packer test as specified in Section 02520, Water Supply Well Construction. If the Owner elects to include this optional additive bid alternate, payment for this item will be on a unit price per hour to the nearest half-hour in accordance with the Bid Form.

END OF SECTION