

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT

Invitation to Bid (“ITB”) No. 26B-003

Well Construction and Aquifer Testing in Bay County, Florida

The Northwest Florida Water Management District (District), 81 Water Management Drive, Havana, Florida 32333, is soliciting bids for **“Well Construction and Aquifer Testing in Bay County, Florida”** to include the construction and testing of one (1) Floridan aquifer monitoring well, one (1) intermediate aquifer monitoring well, and one (1) surficial aquifer monitoring well. The wells will be constructed at a site in southern Bay County, within the St. Andrews State Park. A specific capacity test lasting up to a minimum of 48 hours will be performed on the Floridan aquifer monitoring well. Work must be scheduled to accomplish both drilling and testing activities in a single mobilization. It is anticipated that the proposed work will start October 2026 and take approximately three (3) months to complete.

The deadline for submission of bids and the opening of the sealed bids is 2:00 P.M. Eastern Time (ET) September 1, 2026. The bid opening is open to the public. Provisions will be made to accommodate those with a disability provided the District is given at least 72 hours advance notice. All bids must conform to the instructions in the Invitation to Bid (ITB) and comply with applicable Florida Statutes. Interested parties may obtain a copy of the complete ITB package from the District’s website at: (<http://www.nfwwater.com>), from the DemandStar website at: (<https://www.demandstar.com/app/login>), or from the State of Florida’s Vendor Information Portal website at: (<https://vendor.myfloridamarketplace.com/>)

Table of Contents

PART 1. GENERAL INFORMATION	4
1.1 DEFINITIONS	4
1.2 PURPOSE	4
1.3 ISSUING OFFICE, DATE AND LOCATION OF OPENING	4
1.4 INVITATION TO BID	4
1.5 AWARDING OF BID.....	4
1.6 DEVELOPMENT COSTS	5
1.7 CONFLICT OF INTEREST	5
1.8 DISTRICT FORMS AND RULES	5
1.9 VIRTUAL PRE-RESPONSE MEETING.....	5
1.10 INQUIRIES AND ADDENDA.....	5
1.11 TIMETABLE	6
1.12 DELAYS	6
1.13 SUBMISSION AND WITHDRAWAL	6
1.14 EQUAL OPPORTUNITY.....	7
1.15 AMERICANS WITH DISABILITIES ACT	8
1.16 SOCIAL, POLITICAL, AND IDEOLOGICAL INTERESTS	8
1.17 PUBLIC CRIMES/DISCRIMINATORY/ANTITRUST VIOLATOR VENDORS	8
1.18 SCRUTINIZED COMPANIES, BOYCOTTING.....	8
1.19 INSPECTOR GENERAL COOPERATION	9
1.20 COMPLIANCE WITH HEALTH AND SAFETY REGULATIONS.....	9
1.21 INSURANCE	9
1.22 PROHIBITED CONTACT	9
1.23 SPECIFICATION AND AWARD PROTEST	10
1.25 WAIVER OF MINOR IRREGULARITIES	10
1.26 COOPERATIVE PURCHASING.....	10
1.27 PERFORMANCE BOND	10
PART 2. SCOPE OF WORK.....	12
PART 3. BID REQUIREMENTS.....	13
3.1 RULES FOR THE BIDS.....	13
3.2 BID BOND.....	14

3.3	VENDOR REGISTRATION AND W-9 FORMS	14
3.4	RESPONDENT CHECKLIST	14
	PART 4. EVALUATION OF BIDS	15
4.1	EVALUATION METHOD AND CRITERIA.....	15
	PART 5. FORMS	16
5.1	BIDDER ACKNOWLEDGEMENT FORM	16
5.2	BID SHEET FORM	17
5.3	BIDDER INFORMATION FORM.....	23
	PART 6. DRAFT AGREEMENT FOR PROJECT	25
	ATTACHMENT A – SCOPE OF WORK and TECHNICAL SPECIFICATIONS	26
	ATTACHMENT B – DRAFT AGREEMENT.....	63

PART 1. GENERAL INFORMATION

1.1 DEFINITIONS

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

1.2 PURPOSE

The Northwest Florida Water Management District, 81 Water Management Drive, Havana, Florida 32333, (hereinafter referred to as the “District”) is issuing this Invitation to Bid (ITB) for the project titled **“Well Construction and Aquifer Testing in Bay County, Florida.”**

1.3 ISSUING OFFICE, DATE AND LOCATION OF OPENING

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

**THE DISTRICT MUST RECEIVE ALL BIDS BY 2:00 P.M. EASTERN TIME,
SEPTEMBER 1, 2026, THE DAY OF THE PUBLIC OPENING.**

1.4 INVITATION TO BID

The District solicits offers for the services of responsible bidders to perform **“Well Construction and Aquifer Testing in Bay County, Florida”** to include the construction and testing of one (1) Floridan aquifer monitoring well, one (1) intermediate aquifer monitoring well, and one (1) surficial aquifer monitoring well. The wells will be constructed at a site in southern Bay County, within the St. Andrews State Park. A specific capacity test lasting up to a minimum of 48 hours will be performed on the Floridan aquifer monitoring well. Work must be scheduled to accomplish both drilling and testing activities in a single mobilization. It is anticipated that the proposed work will take approximately three (3) months to complete.

1.5 AWARDING OF BID

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

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

The District reserves the right to reject any and all bids, to negotiate with the qualified

Contractor(s) submitting the lowest bid(s), to waive any irregularities of a minor nature, and to solicit and re-advertise for other bids. Mistakes clearly evident on the face of the bid documents, such as computation errors, may be corrected by the District. Per s. 255.0991, F.S., the District has no regulation that provides Contractor preference as described in that statute.

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

Notice of a bid award shall be posted to the District's website, DemandStar website, and the State of Florida's Vendor Information Portal website.

1.6 DEVELOPMENT COSTS

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

1.7 CONFLICT OF INTEREST

The award hereunder is subject to Ch. 112, F.S. All bidders shall disclose with their bids the name of any officer, director, board member or agent who is also an employee of the State of Florida, or any of its agencies. Further, all bidders shall disclose the name of any state employee or any board member or employee of the District who owns directly or indirectly an interest of five percent (5%) or more in the bidder's firm, subsidiaries, or branches. If none, state none.

1.8 DISTRICT FORMS AND RULES

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

1.9 VIRTUAL PRE-RESPONSE MEETING

There will be a **virtual pre-response meeting** for this solicitation on **Tuesday, August 18, 2026**, from **2:00 p.m. to 3:00 p.m. Eastern Time**. The pre-response meeting will be livestreamed and can be joined by clicking on the following link: <https://nwfwater.com/Contact-Us/Meetings/>. The purpose of the meeting is to answer any technical or administrative questions regarding this Invitation to Bid and the work to be performed. **Although highly recommended, prospective respondents to the ITB are not required to attend the pre-response meeting to be considered.**

1.10 INQUIRIES AND ADDENDA

All questions regarding this ITB shall be provided in writing and emailed to the Procurement Officer, Jessica Sullivan at Jessica.Sullivan@nwfwater.com no later than **2:00 p.m. Eastern Time** on **Wednesday, August 19, 2026**. Inquiries shall reference the date of the ITB opening and ITB title and number.

If addenda become necessary, the District will provide written addenda and post addenda on the

District's website, DemandStar website, and on the State of Florida's Vendor Information Portal website at least ten (10) calendar days before the bid opening date. Prospective bidders are responsible for determining whether addenda have been issued and are advised to check the websites or with the District's Procurement Officer prior to submitting their bid.

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

1.11 TIMETABLE

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

- On **July 29, 2026**, the District issues the Invitation to Bid.
- From the time of issuance on **July 29, 2026**, until **2:00 p.m. Eastern Time** on **August 19, 2026**, the District will receive written inquiries by email on the ITB.
- On **Tuesday, August 18, 2026, from 2:00 p.m. to 3:00 p.m. Eastern Time**, a voluntary, virtual pre-response meeting will be livestreamed and can be joined by clicking on the following link: <https://nwfwater.com/Contact-Us/Meetings/>.
- If substantive written inquiries are received, the District will issue an Addendum to respond to such inquiries at least ten (10) calendar days prior to bid opening.
- Bid Opening Deadline: The sealed bids will be opened at **2:00 p.m. Eastern Time, September 1, 2026***. Bids received after the bid opening deadline will not be considered.
- From opening time, the District will review and evaluate the bids on a timely basis.
- The District may enter into a contract with the qualified Contractor submitting the lowest responsive bid after conducting negotiations and obtaining appropriate approvals.

*Denotes a public meeting.

1.12 DELAYS

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

1.13 SUBMISSION AND WITHDRAWAL

Respondents must submit bids electronically through DemandStar. **Submissions will be accepted through DemandStar only.**

- 1) Submittals are accepted through the District's online bid system, DemandStar. Respondents must be registered with DemandStar in order to submit their responses on

the DemandStar website. To register, please visit the DemandStar website at: www.demandstar.com/app/registration.

- 2) For instructions on how to complete a free registration with DemandStar, please consult the [District's DemandStar overview](#).
- 3) Instructions for submitting an online bid are available on the District's website at: <https://nwfwater.com/business-finance/district-procurement/>.

Bids not submitted through DemandStar do not constitute "delivery" and are not considered "received by" the District as required by this ITB. Submittal of bids other than through DemandStar shall not be accepted.

It is the respondent's responsibility to ensure his/her bid submission is delivered at the proper time.
Bids that are, for any reason, received after the established deadline will not be considered.

A respondent may withdraw a bid by notifying the District electronically at any time prior to the bid opening. Bids, once opened, become the property of the District and will not be returned to the respondents.

All bids must be made on the required **Forms** (see Part 5). All blank spaces for bid prices must be filled in, in ink or typewritten, and the form must be fully completed and executed when submitted.

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

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

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

1.14 EQUAL OPPORTUNITY

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

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

https://www.dms.myflorida.com/agency_administration/office_of_supplier_diversity_osd/get_certified.

1.15 AMERICANS WITH DISABILITIES ACT

The District does not discriminate upon the basis of any individual's disability status. This nondiscrimination policy involves every aspect of the District's functions including one's access to, participation, employment, or treatment in its programs or activities. Anyone requiring reasonable accommodation as provided for in the Americans with Disabilities Act should contact Jack Furney, Division of Administrative Services, at (850) 539-5999.

1.16 SOCIAL, POLITICAL, AND IDEOLOGICAL INTERESTS

In accordance with s. 287.05701, F.S., the District shall not request documentation of or consider a respondent's social, political, or ideological interests in determining if the respondent is a responsible vendor. The District shall not give preference to a respondent based on the respondent's social, political, or ideological interests.

1.17 PUBLIC CRIMES/DISCRIMINATORY/ANTITRUST VIOLATOR VENDORS

In accordance with ss. 287.133, 287.134, and 287.137, F.S., a person or affiliate who has been placed on the convicted, discriminatory, or antitrust violator vendor lists may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017, F.S., for CATEGORY TWO, unless specified otherwise in these statutes. Questions regarding the lists may be directed to the Florida Department of Management Services, State Purchasing Division, at (850) 488-8440 or send email to purchasingcustomerservice@dms.fl.gov.

1.18 SCRUTINIZED COMPANIES, BOYCOTTING

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

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

By submitting a response, the respondent certifies that it is not currently on the aforementioned lists and is not participating in a boycott of Israel or engaged in such business operations and agrees to notify the District if placement on one of these lists occurs or the respondent engages in such business operations. If the respondent submits a false certification, the District may terminate the Agreement and shall bring a civil action against the respondent, as required in s. 287.135(5), F.S.

1.19 INSPECTOR GENERAL COOPERATION

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

1.20 COMPLIANCE WITH HEALTH AND SAFETY REGULATIONS

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

1.21 INSURANCE

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

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

1.22 PROHIBITED CONTACT

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

1.23 SPECIFICATION AND AWARD PROTEST

Any person who is adversely affected by the District's award shall file with the District a notice of protest in writing within 72 hours after the posting of the award. With respect to a protest of the terms, conditions, and specifications contained in this ITB, including any provisions governing the methods for ranking bids, awarding contracts, reserving rights of further negotiation, or modifying or amending any contract, the notice of protest shall be filed in writing within 72 hours after the posting of the ITB or the addenda to the ITB that contains the new term, condition or specification that is protested. The formal written protest shall be filed within 10 days after the date the notice of protest is filed with a bond pursuant to s. 287.042(2)(c), F.S. Failure to file a notice of protest or failure to file a formal written protest shall constitute a waiver of proceedings under Ch. 120, F.S. The formal written protest shall state with particularity the facts and law upon which the protest is based. Saturdays, Sundays, and state holidays shall be excluded in the computation of the 72-hour time periods. **The failure to file a protest within the time prescribed in s. 120.57(3), F.S., or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Ch. 120, F.S.**

1.24 PUBLICITY

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

1.25 WAIVER OF MINOR IRREGULARITIES

The District may waive minor irregularities in bids received where such is merely a matter of form and not substance. Minor irregularities are defined as any deviation from a mandatory requirement of the ITB that, if waived, will not have an adverse effect on the District's interest and will not give a respondent an advantage or benefit not enjoyed by the other respondents. The District is not required to waive a minor irregularity and has the sole discretion to determine whether a minor irregularity should be waived.

1.26 COOPERATIVE PURCHASING

Pursuant to their own governing laws, and subject to the agreement of the Vendor, other entities may be permitted to make purchases at the terms and conditions contained herein. Non-District purchases are independent of the agreement between District and Vendor, and the District shall not be a party to any transaction between the Vendor and any other purchaser.

1.27 PERFORMANCE BOND

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

Attorneys-in-fact who sign bid bonds and performance bonds must file with each bond a certified

and effective dated copy of their power of attorney.

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

PART 2. SCOPE OF WORK

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

PART 3. BID REQUIREMENTS

3.1 RULES FOR THE BIDS

1. All bids must comply with applicable Florida Statutes, laws, and rules.
2. **One electronic bid** must be submitted through DemandStar. See Part 1, *Section 1.13 Submission and Withdrawal* for further details.
3. All bids shall be completed and submitted on the attached **Forms** (Part 5).
4. The District is not subject to Florida sales tax or to any federal excise taxes on all sales made **directly** to the District, and neither shall be included in the bid price.
5. Any transportation or other charges incurred in the delivery of products or services as specified must be included in the bid price, as noted on the bid sheet.
6. All costs whether direct or indirect which will ultimately be paid by the District must be included in the price on the **Bid Sheet Form** (Part 5.2). Any indirect, overhead, profit margin or other such costs, however named, must also be included in the bid price.
7. The award hereunder is subject to Ch. 112, F.S. All bidders shall disclose with their bids the name of any officer, director, board member, or agent who is also an employee of the State of Florida, or any of its agencies. Further, all bidders shall disclose the name of any state employee or any board member or employee of the District who owns directly or indirectly an interest of five percent (5%) or more in the bidder's firm, subsidiaries, or branches.
8. The successful bidder will be required to execute the contract and provide the performance bond within ten (10) calendar days once the awarded successful bidder is notified by the District Project Manager. In case of failure of the successful bidder to execute the agreement within the timeline above, the District may at its opinion consider the bidder in default, in which case the District may award the bid to another bidder at its sole discretion.
9. The District reserves the right to reject any and all bids, to negotiate with the qualified respondent submitting the lowest responsive bid, to waive any irregularities of a minor nature, and to solicit and re-advertise for other bids. Mistakes clearly evident on the face of the bid documents, such as computation errors, may be corrected by the District. Per s. 255.0991, F.S., the District has no regulation that provides contractor preference as described in the statute.

3.2 BID BOND

Each bid must be accompanied by a bid bond payable to the District for five percent (5%) of the total amount of the bid plus Additive Alternate. After the bid prices have been evaluated, the District will return the bid bonds for all bids but the three lowest qualified bids. When the Agreement is executed, the bonds of the two remaining unsuccessful bidders will be returned. The bid bond of the successful bidder will be retained until the performance bond has been executed and approved, after which the bid bond will be returned. A certified check may be provided to the District in lieu of a bid bond and should be made payable to: “NFWFMD.”

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

Note: Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570 as amended, see https://www.fiscal.treasury.gov/fsreports/ref/suretyBnd/c570_a-z.htm) and be authorized to transact business in the state where the project is located.]

3.3 VENDOR REGISTRATION AND W-9 FORMS

The successful bidder will be required to complete a Vendor Registration Form and W-9 Form once notified of award by the District Project Manager.

3.4 RESPONDENT CHECKLIST

Please review the checklist to ensure that you have properly followed the instructions. Many bids and proposals are rejected because the respondent simply failed to comply with required preparation and submission requirements.

- ☐ Have you performed a final review of your bid to ensure you included all required documentation? **The omission of required items will result in rejection of the bid.**
- ☐ Have you completed, signed, and included the **Forms (pages 16 through 24)**? Have you verified all amounts to ensure that they are complete and accurate?
- ☐ If a conflict of interest exists as described in *Section 1.7 Conflict of Interest*, have you included a statement of disclosure? If none, state none.
- ☐ Have you verified the submittal of your complete Bid Package through DemandStar before the deadline? Bids received after the date and time specified will not be considered.

PART 4. EVALUATION OF BIDS

4.1 EVALUATION METHOD AND CRITERIA

Evaluation of the Bid Package will be carried out by staff of the Northwest Florida Water Management District using the criteria listed below:

1. The bid will be awarded to the qualified respondent who submits the lowest total lump sum amount for the completion of all Work for **“Well Construction and Aquifer Testing in Bay County, Florida.”**
2. If two or more bids are tied, the bid will be awarded to the respondent earning the most points from the following, each being assigned one point for a total of up to three points:
 - a) One point to a respondent that certifies compliance with s. 288.703(1), F.S., as a certified minority business enterprise;
 - b) One point to a respondent that certifies compliance with s. 295.187(3)(a), F.S., as a certified veteran’s business enterprise; and
 - c) One point to a respondent that certifies compliance with s. 287.087, F.S., having implemented a Drug-Free Workplace program.
3. If there is still a tie, the tie will be broken by lot (for example, coin toss).

PART 5. FORMS

5.1 BIDDER ACKNOWLEDGEMENT FORM

I certify that this bid is made without subsequent understanding, agreement or connection with any corporation, firm, or person submitting a bid for the “**Well Construction and Aquifer Testing in Bay County, Florida.**” ITB and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the Bidder and that the Bidder is in compliance with all requirements of the Invitation to Bid.

I, the undersigned, having read Parts I through VI of this Invitation to **Bid 26B-003** and the attached draft agreement for the project, and having a comprehensive understanding of all provisions, rules, requirements, restrictions, etc. contained herein, agree to same and respectfully submit the bid contained herein.

It is the duty of every state officer, employee, agency, special district, board, commission, contractor, and subcontractor to cooperate with the inspector general in any investigation, audit, inspection, review or hearing pursuant to *Section 1.19* above.

Authorized Bidder Signature

Bidder Title

Bidder Name (Print or Type)

Company Name

Date

Address

Area Code Telephone Number

City State Zip

E-mail Address

Federal Employers Identification (FEID#) (Use
SS # if no FEID #)

(The area below this line is to be completed by NFWFMD Agency Clerk only.)

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

Agency Clerk

Northwest Florida Water Management District

5.2 BID SHEET FORM

Well Construction and Aquifer Testing in Bay County, Florida [ITB 26B-003]

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

Bid Item#	Description	Unit	Unit Price	Quantity	Bid Item Cost
A	Mobilization and Site Preparation	Lump Sum		1	
Item A Total					

B	FLORIDAN AQUIFER MONITORING WELL (FAS-M1)				
Bid Item#	Description	Unit	Unit Price	Quantity	Bid Item Cost
B-1a Or B-1b	Drill a 30-inch borehole and install, centralize, and cement a 24-inch dia, black steel, pit casing to approx 25 ft bls. Allow min 12-hr grout set time.	Linear Feet		25	
	Drive a 24-inch dia, black steel, pit casing to approx 25 ft bls and clean out casing to base.	Linear Feet		25	
B-2	Rotary drill a nominal 6-inch dia pilot hole from bottom of pit casing to approx 120 ft bls.	Linear Feet		95	
B-3	Run caliper, natural gamma, SP, SPR, and long/short electric logs (standard suite).	Lump Sum		1	
B-4	Ream pilot hole to nominal 23 inches by rotary drilling and install, centralize, and cement a 16-inch dia, black steel, surface casing to approx 120 ft bls. Allow min 12-hr grout set time.	Linear Feet		120	
B-5	Rotary drill a nominal 6-inch dia pilot hole from bottom of surface casing to approx 340 ft bls.	Linear Feet		220	
B-6	Run caliper, natural gamma, SP, SPR, and long/short electric logs (standard suite).	Lump Sum		1	

5.2 BID SHEET FORM (cont.)

Well Construction and Aquifer Testing in Bay County, Florida [ITB 26B-003]

B	FLORIDAN AQUIFER MONITORING WELL (FAS-M1) – cont.				
Bid Item#	Description	Unit	Unit Price	Quantity	Bid Item Cost
B-7	Ream pilot hole to nominal 15 inches by rotary drilling and install, centralize, and cement a 6-inch dia, black steel, primary casing to approx 340 ft bls. Allow min 12-hr grout set time.	Linear Feet		340	
B-8	Rotary drill a nominal 6-inch dia borehole from bottom of primary well casing to approx 900 ft bls with reverse-air sampling at 20-ft intervals.	Linear Feet		560	
B-9	Run caliper, natural gamma, SP, SPR, long/short electric, fluid resistivity, dual induction, and static/dynamic flow logs (expanded suite).	Lump Sum		1	
B-10	Install an inflatable packer and purge the isolated zone for water quality sampling.	Lump Sum		1	
B-11	Back-plug borehole to an estimated monitoring depth of 580 ft bls with neat cement. Allow min 12-hr grout set time.	Linear Feet		320	
B-12	Tag well bottom, clean out the borehole and develop the well by reverse-air circulation.	Unit Hour		12	
B-13	If directed, develop well by direct-air lift circulation.	Unit Hour		12	
B-14	If directed, develop well by high-capacity pumping.	Unit Hour		4	
B-15	Wellhead Completion	Lump Sum		1	
Item B Total					

5.2 BID SHEET FORM (cont.)**Well Construction and Aquifer Testing in Bay County, Florida [ITB 26B-003]**

C	INTERMEDIATE AQUIFER MONITORING WELL (IAS-M1)				
Bid Item#	Description	Unit	Unit Price	Quantity	Bid Item Cost
C-1a	Drill a nominal 26-inch borehole and install, centralize, and cement a 20-inch dia, black steel, pit casing to approx 25 ft bls. Allow min 12-hr grout set time.	Linear Feet		25	
Or C-1b	Drive a 20-inch dia, black steel, pit casing to approx 25 ft bls and clean out casing to base.	Linear Feet		25	
C-2	Rotary drill nominal 19-inch borehole and install, centralize, and cement a 12-inch dia, black steel, surface casing to approx 120 ft bls. Allow min 12-hr grout set time.	Linear Feet		120	
C-3	Rotary drill a nominal 12-inch dia borehole from bottom of surface casing to approx 180 ft bls.	Linear Feet		60	
C-4	Install, centralize, sand pack, seal and cement approx 170 ft of 4-inch dia PVC casing and 10 feet of 4-inch dia PVC screen, per technical specs.	Linear Feet		180	
C-5	Develop well by surge-block/pumping method, per technical specs.	Unit Hour		4	
C-6	If directed, develop well by high-capacity pumping.	Unit Hour		2	
C-7	Wellhead Completion	Lump Sum		1	
Item C Total					

5.2 BID SHEET FORM (cont.)**Well Construction and Aquifer Testing in Bay County, Florida [ITB 26B-003]**

D	SURFICIAL AQUIFER MONITORING WELL (SAS-M1)				
Bid Item#	Description	Unit	Unit Price	Quantity	Bid Item Cost
D-1	Rotary drill a nominal 12-inch dia borehole from land surface to approx 50 ft bls.	Linear Feet		50	
D-2	Install, centralize, sand pack, seal and cement approx 40 ft of 4-inch dia PVC casing and 10 feet of 4-inch dia PVC screen, per technical specs.	Linear Feet		50	
D-3	Develop well by surge-block/pumping method, per technical specs.	Unit Hour		4	
D-4	If directed, develop well by high-capacity pumping.	Unit Hour		2	
D-5	Wellhead Completion	Lump Sum		1	
Item D Total					

E	SPECIFIC CAPACITY TEST, SITE CLEANUP, RESTORATION, AND DEMOBILIZATION				
Bid Item#	Description	Unit	Unit Price	Quantity	Bid Item Cost
E-1	Perform 48-hr (minimum) Specific Capacity Test on Floridan aquifer well.	Lump Sum		1	
E-2	Site Cleanup, Restoration and Demobilization	Lump Sum		1	
Item E Total					

5.2 BID SHEET FORM (cont.)**Well Construction and Aquifer Testing in Bay County, Florida [ITB 26B-003]**

F EXTRA WORK ITEMS (AS NEEDED AND AUTHORIZED BY THE DISTRICT)					
Bid Item#	Description	Unit	Unit Price	Quantity	Bid Item Cost
F-1	Portland Cement, including cost of placement in borehole.	94-lb Bag		1	
F-2	#57 Limestone Gravel, including cost of placement in borehole.	1 cu ft		1	
F-3	Bentonite (Quick Gel), including cost of placement in borehole.	50-lb Bag		1	
F-4	Sand/Gravel Filter Pack, including cost of placement in borehole.	50-lb Bag		1	
F-5	Extra Work – Drilling Crew with Drilling Equipment	Unit Hour		10	
F-6	Extra Work – Crew with Pump Truck/Hoist	Unit Hour		10	
F-7	Extra Work – Drilling or Other Crew (Not Requiring Drill Rig or Pump Truck)	Unit Hour		10	
F-8	Standby Time – Rig and Drilling Crew On Site	Unit Hour		10	
F-9	Standby Time – Rig on Site and Crew Off Site	Unit Hour		10	
F-10	Extend Specific Capacity Test	Per 6-Hrs		1	
F-11	Drumming and disposal of contaminated cuttings and drilling fluids	Per drum		1	
Item F Total					

5.2 BID SHEET FORM (cont.)

Well Construction and Aquifer Testing in Bay County, Florida [ITB 26B-003]

TOTAL BASE BID		
Item	Description	Total
A	Mobilization and Site Preparation	
B	Floridan Aquifer Monitoring Well (FAS-M1)	
C	Intermediate Aquifer Monitoring Well (IAS-M1)	
D	Surficial Aquifer Monitoring Well (SAS-M1)	
E	Specific Capacity Test, Site Cleanup, Restoration and Demobilization	
F	Extra Work Items (As Needed)	
BID TOTAL		

5.3 BIDDER INFORMATION FORM

1. Bidder Information			
Bidder Firm Name:			
Contact Person Name & Title:			
Mailing Address:			
City, State & Zip:			
Contact Phone Number:		Fax Number:	
E-mail Address:			
Florida Water Well Contractor License #:			
Federal Employer ID			

2. Subcontractor Information (if necessary, please attach information for additional subcontractors)			
Subcontractor 1 Firm Name:			
Mailing Address:			
City, State & Zip:			
Type of Work (well drilling, geophysical logging, etc.):			
Federal Employer ID #:			
Florida Water Well Contractor License # (if drilling):			
Subcontractor 2 Firm Name:			
Mailing Address:			
City, State & Zip:			
Type of Work (well drilling, geophysical logging, etc.):			
Federal Employer ID #:			
Florida Water Well Contractor License # (if drilling):			

3. Well Construction Experience (all fields in table below must be completed)								
Bidders (or subcontractors hired to drill) must be a licensed Water Well Contractors in Florida, have a minimum of five (5) years' experience and have constructed a minimum of two (2) screened monitoring wells (completed in unconsolidated/semi-consolidated sediments and each having a total well depth that equals or exceeds 200 feet) and three (3) open-hole wells (completed in consolidated rock formations and each having total well depth that equals or exceeds 500 feet) within the last five (5) years. The wells must have been constructed all or in part by the methods proposed in the Technical Specifications with a minimum final (primary) casing diameter of at least four (4) inches. At least two (2) of the open-hole wells must have final well casing depths that equal or exceed 300 feet and all wells must have casing fully grouted using neat cement.								
#	*Permit #	Dia (in)	TD (ft-bls)	CD (ft-bls)	Drilling Method	Client Company/ Org Name	Client Contact Name	Client Phone #
1								
2								
3								
4								
5								
*Table field descriptions provided at the top of the next page.								

5.3 BIDDER INFORMATION FORM (cont.)

Permit# = enter well construction permit number; **Dia(in)** = enter well diameter in inches
TD (ft-bls) = enter total depth of well in feet below land surface; **CD (ft-bls)** = well casing depth, feet below land surface
Method = enter construction method code: HA (hollow-stem auger), HR (hydraulic rotary), AR (air rotary), RA (reverse-air rotary), DR (dual-rotary)

4. Additional Water Well Licensing (if licensed by another state or governmental agency)

#	State	License #	Regulating Agency Name	Agency Contact Name	Phone #
1					
2					
3					
4					

5. Additional Qualification Criteria (please attach any supporting documentation requested below)

In addition to the experience requested above, the bidder must also meet and attest to the following:

- The bidder **must** have enough experienced and qualified personnel and equipment necessary to complete all work proposed in the **Technical Specifications** for **ITB 26B-003**.
- The bidder **must not** have either 12 or more points issued against his/her Florida water well contractor license within the last three (3) years, or any order(s) against his/her water well license issued under the authority of Part III, Chapter 373, Florida Statutes, with which the licensed well contractor has not complied.
- The bidder **must not** have known or potential conflicts of interest in performing tasks as requested in the **Technical Specifications** for **ITB 26B-003**.
- The bidder **must not** have pertinent litigation filed against the Contractor in the states of Florida, Alabama, or Georgia related to water well construction activities during the last three (3) years.

6. Bidder's Business Certification

Is this firm a certified minority business enterprise as defined in section 288.703(1), F.S.? If yes, please provide documentation.	Circle One:	Yes	No
Is this firm a certified veteran's business enterprise as defined in section 295.187(3)(a), F.S.? If yes, please provide documentation.	Circle One:	Yes	No
Has this firm implemented a Drug-Free Workplace program in compliance with section 287.087, F.S.? If yes, please provide documentation.	Circle One:	Yes	No

7. Bidder's Statement of Qualification

"I understand that the above qualification and experience criteria are required to submit a bid in response to **ITB 26B-003**. By signing this application, I acknowledge that all qualifications and experience criteria are met."

Person Completing Form (print name)

Signature

Date

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

PART 6. DRAFT AGREEMENT FOR PROJECT

Please see the Draft Agreement for the project in Attachment B. This agreement is subject to change subsequent to legal counsel review.

ATTACHMENT A

SCOPE OF WORK and TECHNICAL SPECIFICATIONS FOR WELL CONSTRUCTION AND AQUIFER TESTING IN BAY COUNTY, FLORIDA



Each Bidder is responsible for reading and understanding the contents of the Technical Specifications prior to completing the Bid Submittal.

Technical Specifications for Well Construction and Aquifer Testing in Bay County, Florida

TABLE OF CONTENTS

SECTION 1000	SUMMARY OF WORK
1000.A	General Project Description
1000.B	Well Siting and Access
1000.C	Coordination with Other Contractors
1000.D	Subcontractors
1000.E	Utility Location
1000.F	Temporary Facilities
 SECTION 1001	 DEFINITIONS AND ABBREVIATIONS
1001.A	General
 SECTION 1002	 PERMITS AND FEES
1002.A	General
1002.B	Permits by Contractor
 SECTION 1003	 WORK SCHEDULES
1003.A	Construction Schedule
1003.B	Working Hours
1003.C	Standby Time
1003.D	Extra Work
1003.E	Contract Times
 SECTION 1004	 REPORTS
1004.A	Digital Photographic Site Record
1004.B	Contractor's Daily Log
1004.C	As-Built Well Schematic
 SECTION 1005	 MATERIAL, EQUIPMENT AND WORKMANSHIP
1005.A	General
1005.B	Certification of Chemicals
1005.C	Remedial Work
1005.D	Abandonment of Well(s) by Contractor
1005.E	Guarantee

TABLE OF CONTENTS (cont.)

SECTION 1006	PROTECTION OF PROPERTY RIGHTS
1006.A	General
1006.B	Public Nuisance
SECTION 1007	WELL SPECIFICATIONS
1007 - Part 1	Well Construction Sequence
1007 – 1.A	Mobilization and Site Preparation
1007 – 1.B	Floridan Aquifer Monitoring Well (FAS-M1)
1007 – 1.C	Intermediate Aquifer Monitoring Wells (IAS-M1)
1007 – 1.D	Surficial Aquifer Monitoring Well (SAS-M1)
1007 – 1.E	Specific Capacity Test, Site Cleanup, Restoration and Demobilization
1007 – 1.F	Extra Work Items (as needed)
1007 - Part 2	Conditions and Hazards
1007 - 2.A	General
1007 - 2.B	Anticipated Geology and Potential Hazards
1007 - 2.C	Hydrologic Considerations
1007 - Part 3	Mobilization, Site Preparation and Demobilization
1007 - 3.A	Mobilization
1007 - 3.B	Site Preparation
1007 - 3.C	Demobilization and Site Restoration
1007 - Part 4	Drilling Requirements
1007 - 4.A	Equipment Requirements
1007 - 4.B	Water Supply
1007 - 4.C	Drilling Methods
1007 - 4.D	Drilling Fluids
1007 - 4.E	Lost Circulation
1007 - 4.F	Cuttings, Drilling Fluid, and Formation Water Disposal
1007 - 4.G	Cementing Procedures
1007 - 4.H	Well Development
1007 - 4.I	Wellhead Security
1007 - 4.J	Well Flow Suppression

TABLE OF CONTENTS (cont.)

1007 - Part 5	Data Acquisition
1007 - 5.A	Formation Samples
1007 - 5.B	Geophysical Logging
1007 - 5.C	Discrete Borehole Water Quality Sampling
1007 - 5.D	Water Level Monitoring
1007 - 5.E	Specific Capacity Test
1007 - Part 6	Material Specifications
1007 - 6.A	General
1007 - 6.B	Secondary Casing
1007 - 6.C	Primary Well Casing and Screen
1007 - 6.D	Borehole Filter and Sealing Material
1007 - 6.E	Centralizers
1007 - 6.F	Cement
1007 - Part 7	Well Completion
1007 - 7.A	Well Completion
FIGURE 1	Site Location Map
FIGURE 2	Site Layout and Proposed Well Locations

SECTION 1000 SUMMARY OF WORK

A. GENERAL PROJECT DESCRIPTION

The Northwest Florida Water Management District (DISTRICT) is seeking bids from qualified water well drilling CONTRACTOR(s) for the construction and testing of one (1) Floridan aquifer monitoring well, one (1) intermediate aquifer monitoring well, and one (1) surficial aquifer monitoring well. The wells will be constructed at a site in southern Bay County, within the St. Andrews State Park (Figure 1). An exploration boring will be drilled and aquifer water quality tested to a depth of approximately 900 feet below land surface (bls). Geophysical logging will be performed at designated stages of the project. A specific capacity test lasting up to a minimum of 48 hours will be performed on the Floridan aquifer monitoring well. Work must be scheduled to accomplish both drilling and testing activities in a single mobilization. It is anticipated that the proposed work will take approximately three (3) months to complete.

Anticipated casing and well depths are provided in these Technical Specifications. Actual casing and open-hole or screen-interval depths will vary subject to the specific subsurface conditions encountered. The DISTRICT plans to work with a separately contracted GEOLOGIST to assist with providing well construction oversight. The GEOLOGIST, in consultation with the DISTRICT, will provide the CONTRACTOR with depths for setting casing and open-hole/screened interval completion after evaluating hydrogeologic data collected during drilling and prior to those construction stages.

Work may be authorized based on these Technical Specifications and pricing in the **Bid Sheet Form (Part 5.2, ITB Package)**. It should be noted that based on information obtained during construction and testing of the above-described wells and pending budgetary constraints, the DISTRICT may opt not to perform any portion of the described work.

A virtual pre-bid conference will be held to address questions from potential bidders and discuss details of the Project. Prospective bidders are encouraged to visit the site to evaluate site conditions prior to submitting a bid. A site map is provided in this Bid Package.

B. WELL SITING AND ACCESS

The DISTRICT will obtain all approvals from the property owner to access and conduct work on the site. This includes any written agreements, formal or otherwise, necessary to install the wells and perform subsequent testing activities. The DISTRICT shall designate work areas (e.g., temporary construction easement or purge water discharge area) and unless directed by the DISTRICT, the CONTRACTOR shall restrict all proposed activities to the designated areas. The specific location of the wells on the site will be determined by the DISTRICT at the time of construction. A site location map and figure of proposed monitoring well locations are provided as Figures 1 through 3.

C. COORDINATION WITH OTHER CONTRACTORS

It is not anticipated, but the DISTRICT or property owner may have other contractors on-site when the CONTRACTOR begins work. The DISTRICT shall coordinate the CONTRACTOR's activities with the property owner to prevent the interruption of other contracted work at the site and to allow the orderly and timely completion of all DISTRICT-directed work as specified.

D. SUBCONTRACTORS

The CONTRACTOR shall not employ any SUBCONTRACTOR(s) against whom the DISTRICT may have reasonable objection. The name, address and documentation of experience of all proposed SUBCONTRACTOR(s) that may be used on the Project shall be submitted by the CONTRACTOR with the Bid on the **Bidder Information Form (Part 5.3, ITB package)**.

E. UTILITY LOCATION

The CONTRACTOR, at no additional cost to the District, shall have buried utilities in the work areas located and marked prior to commencing construction. If necessary, the CONTRACTOR shall cover the cost of locating any private onsite utilities. It is the CONTRACTOR's responsibility to field-verify that work area setback distances from existing utility services are adequate to complete the proposed work, as specified. All damage to existing utility services are the responsibility of the CONTRACTOR. The CONTRACTOR will notify the GEOLOGIST and DISTRICT immediately upon damaging or noticing damage to a utility service. The CONTRACTOR shall be responsible for the cost incurred for repairing any service damaged and hold harmless the DISTRICT.

F. TEMPORARY FACILITIES

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

END OF SECTION

SECTION 1001
DEFINITIONS AND ABBREVIATIONS

A. GENERAL

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

ANSI shall mean American National Standards Institute

ASTM shall mean American Society of Testing and Materials

AWWA shall mean American Water Works Association

BLS shall mean below land surface

CONTRACTOR shall mean the selected responsive bidder

DISTRICT shall mean the Northwest Florida Water Management District

FAS shall mean the Floridan Aquifer System

FDEP shall mean the Florida Department of Environmental Protection

GEOLOGIST shall mean the on-site consultant to the District

IAS shall mean the Intermediate Aquifer System

NPDES shall mean National Pollution Discharge Elimination System

NSF shall mean National Sanitation Foundation

PVC shall mean polyvinyl chloride

SAS shall mean Surficial Aquifer System

END OF SECTION

SECTION 1002 PERMITS AND FEES

A. GENERAL

The CONTRACTOR shall procure all permits, certificates, and licenses required by law for the execution of the proposed work, except for easements and licenses from the property owner for site access, and shall comply with all applicable federal, state, and local regulations and ordinances.

The CONTRACTOR shall schedule all inspections and obtain all written approvals of the agencies required by the permits and licenses.

The DISTRICT and GEOLOGIST shall be provided copies of each permit obtained by the CONTRACTOR prior to the CONTRACTOR commencing permitted work.

B. PERMITS BY CONTRACTOR

1. NPDES General Permit:

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

END OF SECTION

SECTION 1003 WORK SCHEDULES

A. CONSTRUCTION SCHEDULE

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

Monthly, at a minimum, the CONTRACTOR shall update the Construction Schedule and provide an electronic copy to the GEOLOGIST and DISTRICT. The Construction Schedule shall also be updated after the completion of any extra work items approved by the District. If the work falls behind schedule, the CONTRACTOR shall take the necessary action to get the work back on schedule and complete the Project according to deadlines specified in the scope of work. Financial consequences shall be assessed for failure to complete the Project on time.

B. WORKING HOURS

The CONTRACTOR shall be aware of and perform work on site only within the designated official working hours as established by local ordinance, unless a special exception or permit is obtained by the CONTRACTOR. The DISTRICT may establish a schedule of working hours based on site-specific needs. Requests for extended work hours must be approved by the DISTRICT and the GEOLOGIST. The work site is in a Florida State Park and normal work is expected to occur between the hours of 7:00 AM and 7:00 PM, excluding the extended pumping test.

C. STANDBY TIME

The DISTRICT may order the CONTRACTOR to stop operations so that extra work not included in the Technical Specifications, such as previously unspecified testing and data collection, can be performed. The DISTRICT or GEOLOGIST shall advise the CONTRACTOR when extra work is requested and will schedule the request so that it causes a minimum of delay.

The CONTRACTOR shall be reimbursed for approved standby time at the hourly rates listed in the **Bid Sheet Form (Part 5.2, ITB Package)** under **F – EXTRA WORK ITEMS**. No payment for standby time shall be made unless advance written approval is granted by the DISTRICT.

D. EXTRA WORK

The CONTRACTOR shall be reimbursed for approved extra work required by the DISTRICT at the hourly and unit rates listed in the **Bid Sheet Form (Part 5.2, ITB Package)** under **F – EXTRA WORK ITEMS**. Extra work includes on-site, drilling and

non-drilling related work not included in the Technical Specifications but is determined necessary by the DISTRICT. No payment for extra work shall be made unless advance written approval is granted by the DISTRICT.

E. CONTRACT TIMES

Adherence to contract times as specified in Section 1003 – A, “Construction Schedule” is essential to keep the overall Project on schedule. The CONTRACTOR shall meet deadlines specified in the Construction Schedule of the drilling contract or individual task orders. Financial consequences shall be assessed as stated in the scope of work for failure to complete tasks on time.

The CONTRACTOR may use more than one drilling rig on portions of, or on the entire Project. The actual number of rigs and crews planned for use during each phase of the Project shall be clearly identified in the Construction Schedule submitted by the CONTRACTOR as requested in Section 1003 – A of these technical specifications. The CONTRACTOR shall obtain written approval from the DISTRICT and provide at least ten (10) days advance notice to the DISTRICT and GEOLOGIST prior to adding to the number of drill rigs operating in excess of those identified in the schedule.

END OF SECTION

SECTION 1004 REPORTS

A. DIGITAL PHOTOGRAPHIC SITE RECORD

The CONTRACTOR shall maintain a digital photographic record of pre- and post-construction conditions at the work site to document work site conditions before, during and after well construction and testing. Photos of the completed wells shall be provided with the as-built well schematics described in Section 1004.C. These photos will also be used as a reference for restoring the site to pre-construction conditions as well as supporting any claims of preexisting property damage.

B. CONTRACTOR'S DAILY LOG

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

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

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

C. AS-BUILT WELL SCHEMATIC

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

1. The well site name and well identifier,
2. The total depths and nominal diameters of the boreholes drilled,

3. The total depth and nominal diameter of the completed open-hole interval, if applicable,
4. The total depths, nominal diameters, and types of all surface and primary well casings installed,
5. The total depth, nominal diameter, slot-size and type of all installed well screens, if applicable,
6. The intervals and type of all cement grout, filter-pack, hole-plug, or backfill material installed in the borehole annulus, and
7. A description of how the well was completed at land surface (e.g. stickup w/ well protector, flush-mount, bollards, etc.).

If the reference point for all depth measurements isn't land surface, the difference between the reference point and land surface, in feet, and the adjusted depth below land surface shall be reported. The CONTRACTOR shall also provide a completed copy of the State of Florida Permit Application to Construct, Repair, Modify or Abandon a Well (DEP Form 62-532.900(1)), or most recent form for each well, and a completed State of Florida Well Completion Report (DEP Form 62-532.900(2)) for each of the wells.

END OF SECTION

SECTION 1005
MATERIAL, EQUIPMENT AND WORKMANSHIP

A. GENERAL

The CONTRACTOR shall be responsible for all labor, materials, transportation, tools, supplies, equipment, and appurtenances necessary to complete the Project in accordance with the Technical Specifications. All materials utilized shall be approved for use in potable water systems and shall be in general accordance with the latest revisions of the American Water Works Association for Water Wells (AWWA A100-15) and the National Water Well Association Standards as they apply to the particular needs or conditions encountered in the Project.

If the CONTRACTOR determines that, based on their knowledge, items necessary for completion of their portion of the Project have not been identified and are not listed on the Bid Sheet Form, the CONTRACTOR shall identify the items in a written inquiry to Procurement Officer per section 1.10 (Inquires and Addenda). If deemed by the District to be substantive and necessary for the successful completion of the Project, items may be addressed in a written addenda to the ITB.

B. CERTIFICATION OF CHEMICALS

All chemicals used that will come into contact with proposed monitoring wells shall conform to ANSI/NSF Standard 60-1998, or latest revision.

C. REMEDIAL WORK

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

D. ABANDONMENT OF WELL(S) BY CONTRACTOR

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

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

If requested by the DISTRICT, the CONTRACTOR shall properly plug and abandon wells the District determines will not to be used for long-term monitoring. The cost of these DISTRICT-approved abandonments will be based on the hourly and unit rates listed in the **Bid Sheet Form (Part 5.2, ITB Package)** under **F – EXTRA WORK ITEMS**.

E. GUARANTEE

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

END OF SECTION

SECTION 1006
PROTECTION OF PROPERTY RIGHTS

A. GENERAL

1. The CONTRACTOR shall take reasonable precautions to reduce to a minimum public nuisances and damage to property. Any damage to public or private property shall be immediately repaired or paid for by the CONTRACTOR at no expense to the DISTRICT. The CONTRACTOR shall discuss any concerns relating to the mitigation of potential nuisances and /or damage to property with the GEOLOGIST and DISTRICT prior to initiating work.
2. Equipment, tools, and materials shall be located within the temporary construction easement where they will produce minimum nuisance.
3. Appropriate construction area warning signs required by applicable rules and ordinances shall be posted at the work site.

B. PUBLIC NUISANCE

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

END OF SECTION

SECTION 1007 WELL SPECIFICATIONS

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

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

PART 1 - WELL CONSTRUCTION SEQUENCE

The anticipated well casing and open-hole/screen depths listed in the following well construction sequence are approximate. Actual depths may vary depending on the specific subsurface conditions encountered during well construction. The CONTRACTOR should also be aware that the well-testing procedures described below may be changed in order of performance, or deleted, and additional work may be added at the discretion of the DISTRICT. The wells to be constructed as part of this Project are anticipated to include the following:

Well ID	Well Type	Aquifer	Diameter (in)	Cased Depth (ft)	Total Depth (ft)
FAS-M1	Monitoring Well	FAS	6	340	580
IAS-M1	Monitoring Well	IAS	4	170	180
SAS-M1	Monitoring Well	SAS	4	40	50

The construction sequence will be determined by the DISTRICT and GEOLOGIST so that hydrogeologic data can be obtained to help determine actual casing and open-hole depths for the wells to be drilled.

Performance of all items by the CONTRACTOR at the request of the DISTRICT (except for those identified as EXTRA WORK ITEMS in this bid package) shall not be considered a cause for extending the Construction Schedule. Any necessary extension of the Construction Schedule due to EXTRA WORK ITEMS approved by the DISTRICT shall be discussed with and approved by the DISTRICT prior to initiating the extra work. For reference, the lettered subsections and associated numbered bullets described below correspond to the bid items on the **Bid Sheet Form (Part 5.2, ITB Package)**. Unless otherwise directed by the DISTRICT, the sequence of site activities will proceed as follows:

A. MOBILIZATION AND SITE PREPARTION

Upon issuance of Notice to Proceed by the DISTRICT, the DISTRICT shall schedule a kickoff meeting to discuss project objectives and details. The CONTRACTOR shall prepare and provide the initial construction project schedule as described in Section 1003-A, obtain required permits, potable water source, and utility clearance. CONTRACTOR shall mobilize to the site, set up equipment and prepare the site for well drilling and aquifer testing within the temporary construction easement area (Figure 3) as specified herein.

B. FLORIDAN AQUIFER MONITORING WELL (FAS-M1)

The 6-inch diameter FAS monitoring well shall be constructed using one of the approved drilling methods described in Section 1007-4.C, "Drilling Methods." The borehole for the well shall be constructed in a manner suitable for the size and purpose of the well installation. The following describes the general sequence to construct the FAS monitoring well:

1. A 24-inch diameter, black steel pit casing shall be installed from land surface to approximately 25 feet bls using one of the following methods:
 - a) Install, centralize, and cement the pit casing in a nominal 30-inch borehole by rotary drilling and allow a minimum 12-hr grout set time, or
 - b) Drive the pit casing and clean out to base.
2. Rotary drill a nominal 6-inch diameter pilot hole from base of pit casing to approximately 120 feet bls.
3. Run standard suite of geophysical logs per Section 1007-5.B, "Geophysical Logging."
4. Ream borehole to nominal 23-inches by rotary drilling. Install and centralize approximately 120 feet of 16-inch diameter, black steel, surface casing. Fully grout surface casing in place with neat cement and allow a minimum 12-hr grout set time.
5. Rotary drill nominal 6-inch diameter pilot hole from base of surface casing to approximately 340 feet bls.
6. Run standard suite of geophysical logs per Section 1007-5.B, "Geophysical Logging."
7. Ream borehole to nominal 15 inches by rotary drilling. Install and centralize approximately 340 feet of 6-inch diameter, black steel, primary casing. Fully grout primary casing in place with neat cement and allow a minimum 12-hr grout set time.
8. Drill-out cement plug using clear water circulation. If drilling fluid circulation is lost to the formation, the CONTRACTOR shall ensure that adequate potable water or other approved water supply is introduced to the well until sufficient formation circulation has been re-established. Rotary drill a nominal 6-inch diameter borehole from the base of the primary casing to approximately 900 feet bls. During this exploratory drilling phase, water quality samples will be collected by the GEOLOGIST to estimate the depth to the freshwater/saltwater interface. Drilling will be performed using direct-air or reverse-air methods for intervals of approximately 20 feet in depth (length of drill

- rod estimated at 20 feet) with a nominal borehole size of 6-inch. Soil cutting samples will be collected over this interval. At the completion of each 20-foot drilling interval, the borehole cuttings will be cleaned out for approximately 10 minutes. The drilling configuration will then be changed to reverse air if this method was not used during construction. This will allow the drill rod to act like a drop pipe so that a groundwater sample can be collected from the zone at the base of the drill rod (i.e., bottom of the drilled hole). Water will then be pumped for approximately 10 more minutes prior to collecting a water sample for analysis of chloride, sodium, sulfate and TDS by the GEOLOGIST. This method of drilling will be continued at 20-foot intervals until the freshwater/saltwater interface is encountered (or a maximum depth of 900 feet below land surface). An onsite analysis will be made for specific conductivity changes to determine the approximate depth to the freshwater/saltwater interface and ascertain at what depth to terminate drilling. The GEOLOGIST, in consultation with the DISTRICT, will determine final construction specification of the well.
9. Once the total depth of the freshwater/saltwater interface interval has been reached as determined by the GEOLOGIST and DISTRICT, run expanded suite of geophysical logs per Section 1007-5.B, "Geophysical Logging."
 10. Based on the results of geophysical logging, isolate the bottom of the borehole or deepest production zone with an inflatable packer and pump-purge the lower zone for discrete-interval, water quality sampling by the GEOLOGIST, in accordance with Section 1007-5.C, "Discrete Borehole Water Quality Sampling".
 11. After completion of discrete-interval water quality sampling, the borehole will be back-plugged with neat cement grout to an estimated monitoring depth of 580 ft bls. Allow a minimum 12-hr grout-set time.
 12. After the grout has set, tag the bottom of the well and clean out the borehole, if necessary, to the final estimated monitoring depth of 580 ft bls. Developed by reverse-air circulation from the bottom of the casing to bottom of hole for up to 12 hours.
 13. If directed by the DISTRICT or GEOLOGIST, develop the well by direct air circulation for up to 12 hours.
 14. If directed by the DISTRICT or GEOLOGIST, perform high-capacity pumping development for up to 4 hours.
 15. Complete wellheads, as directed by the DISTRICT, in accordance with Section 1007-7.A, "Well Completion." Wellhead completions may be postponed until all wells have been installed.

C. INTERMEDIATE AQUIFER MONITORING WELL (IAS-M1)

The 4-inch diameter, IAS monitoring well shall be constructed using one or a combination of the approved drilling methods described in Section 1007-4.C, "Drilling Methods." The borehole for the well shall be constructed in a manner suitable for the size and purpose of the well installation. The following describes the general sequence to construct the IAS monitoring well:

1. A 20-inch diameter, black steel pit casing shall be installed from land surface to approximately 25 feet bls using one of the following methods:
 - a) Install, centralize, and cement the pit casing in a nominal 26-inch borehole by rotary drilling and allow a minimum 12-hr grout set time, or
 - b) Drive the pit casing and clean out to base.
2. Rotary drill a nominal 19-inch borehole and install, centralize, and cement a 12-inch diameter, black steel, surface casing to approx. 120 ft bls. Allow minimum 12-hr grout set time.
3. Rotary drill a nominal 12-inch diameter borehole from the base of the surface casing to approximately 180 feet bls.
4. Install approximately 170 feet of 4-inch diameter PVC casing and 10 feet of 4-inch diameter PVC screen, per technical specifications. Coarse sand pack well screen from 180 to 167 feet bls. Seal sand pack with bentonite/fine sand from 167 to 164 feet bls. Well shall be fully grouted with neat cement from the top of filter seal material to land surface. Allow a minimum 12-hr grout set time.
5. Develop well for up to 4 hours by the surge-block/pumping method described in Section 1007–4.H, “Well Development.”
6. If directed by the DISTRICT or GEOLOGIST, perform high-capacity pumping development for up to 2 hours.
7. Complete wellheads, as directed by the DISTRICT, in accordance with the Section 1007–7.A, “Well Completion.” Wellhead completions may be postponed until all wells have been installed and after specific capacity testing of the FAS monitoring well.

D. SURFICIAL AQUIFER MONITORING WELL (SAS-M1)

The 4-inch diameter, SAS monitoring well shall be constructed using one of the approved drilling methods described in Section 1007-4.C, “Drilling Methods.” The borehole for the well shall be constructed in a manner suitable for the size and purpose of the well installation. The following describes the general sequence to construct the SAS monitoring well:

1. Rotary drill a nominal 12-inch diameter borehole from land surface to approximately 50 feet bls.
2. Install approximately 40 feet of 4-inch diameter PVC casing and 10 feet of 4-inch diameter PVC screen, per Part 6. Coarse sand pack well screen from 50 to 37 feet bls. Seal sand pack with bentonite/fine sand from 37 to 34 feet bls. Well shall be fully grouted with neat cement from the top of filter seal material to land surface. Allow a minimum 12-hr grout set time.
3. Develop well for up to 4 hours by the surge-block/pumping method described in Section 1007–4.H, “Well Development.”

4. If directed by the DISTRICT or GEOLOGIST, perform high-capacity pumping development for up to 2 hours.
5. Complete wellheads, as directed by the DISTRICT, in accordance with the Section 1007–7.A, “Well Completion.” Wellhead completions may be postponed until all wells have been installed and after specific capacity testing of the FAS monitoring well.

E. SPECIFIC CAPACITY TEST, SITE CLEANUP, RESTORATION, AND DEMOBILIZATION

After all monitoring wells are completed as designed:

1. Perform 48-hr (minimum) specific capacity test on the Floridan aquifer monitoring well as coordinated with the GEOLOGIST and as described in Section 1007 –5.E, “Specific Capacity Test.”
2. Cleanup and restore the site to property owner’s satisfaction and demobilize equipment, in accordance with Section 1007–3.C, “Demobilization and Site Restoration.”

F. EXTRA WORK ITEMS (AS NEEDED)

PORTLAND CEMENT INCLUDING PLACEMENT (Item F-1)

Additional Portland cement for various grouting work including the labor needed to place cement will be paid at the unit cost per 94-lb bag listed on the **Bid Sheet Form (Part 5.2, ITB Package)** based on the number of authorized units.

LIMESTONE GRAVEL INCLUDING PLACEMENT (Items F-2)

Limestone gravel, as needed, to bridge voids and permeable zones while back filling the open borehole of the Floridan aquifer well to monitoring depth, including the labor to place gravel, will be paid at the unit cost per cubic-yard listed on the **Bid Sheet Form (Part 5.2, ITB Package)** based on the number of authorized units.

BENTONITE – QUICK GEL INCLUDING PLACEMENT (Item F-3)

Additional Bentonite Quick Gel including the labor needed to place sealing material will be paid at the unit cost per 50-lb bag listed on the **Bid Sheet Form (Part 5.2, ITB Package)** based on the number of authorized units.

SAND/GRAVEL PACK FILTER INCLUDING PLACEMENT (Item F-4)

Additional sand/gravel pack filter material including the labor needed to place sealing material will be paid at the unit cost per 50-lb bag listed on the **Bid Sheet Form (Part 5.2, ITB Package)** based on the number of authorized units.

EXTRA WORK BY DRILLING CREW WITH DRILLING EQUIPMENT (Item F-5)

Extra work authorized by the DISTRICT and performed by drilling crew members with drilling equipment will be paid for at the unit price listed on the **Bid Sheet Form (Part 5.2, ITB Package)** based on the amount of authorized time and materials used.

EXTRA WORK BY CREW WITH PUMP TRUCK/HOIST (Item F-6)

Extra work authorized by the DISTRICT and performed by drilling crew members with pump hoist will be paid for at the unit price listed on the **Bid Sheet Form (Part 5.2, ITB Package)** based on the amount of authorized time and materials used.

EXTRA WORK BY DRILLING OR OTHER CREW (Item F-7)

Extra work authorized by the DISTRICT that is unrelated to drilling or pump handling and performed by drilling or other crew members will be paid for at the unit price listed on the **Bid Sheet Form (Part 5.2, ITB Package)** based on the amount of authorized time and materials used.

STANDBY TIME WITH RIG AND DRILLING CREW ON SITE (Item F-8)

Standby time authorized by the DISTRICT with the drilling crew and drilling equipment on site will be paid for at the unit price listed on the **Bid Sheet Form (Part 5.2, ITB Package)** based on the amount of authorized time used.

STANDBY TIME WITH RIG ON SITE AND CREW OFF SITE (Item F-9)

Standby time authorized by the DISTRICT with the drilling equipment on site and the drilling crew off site will be paid for at the unit price listed on the **Bid Sheet Form (Part 5.2, ITB Package)** based on the amount of authorized time used.

EXTEND SPECIFIC CAPACITY TEST (Item F-10)

Additional aquifer testing, beyond 48 hours, authorized by the DISTRICT. Time will be added in 6-hour increments up to 48 additional hours and performed as described in task E above. Payment will be calculated at the unit price listed on the **Bid Sheet Form (Part 5.2, ITB Package)** based on the authorized number of 6-hour increments that are added to the test.

DRUM CONTAMINATED CUTTINGS AND FLUIDS (Item F-11)

Containment and drumming of contaminated cuttings and drilling fluids authorized by the DISTRICT will be paid for at the unit price listed on the **Bid Sheet Form (Part 5.2, ITB Package)** based on the number of drums used.

PART 2 - CONDITIONS AND HAZARDS

A. GENERAL

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

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

B. ANTICIPATED GEOLOGY AND POTENTIAL HAZARDS

It is anticipated that the boreholes will encounter undifferentiated sand and clay deposits of the surficial aquifer to depths of approximately 100 feet bls. The surficial sands and clays are underlain by the fossiliferous clays and limestone of the Chipola and Intracoastal Formations, which makes up the intermediate aquifer system. Below the Intracoastal Formation are more indurated limestones of the Bruce Creek formation, Suwannee Limestone formation and Ocala Limestone formation which comprise the Upper Floridan aquifer in Bay County and are the deepest hydrogeologic units anticipated to be encountered in this investigation.

C. HYDROLOGIC CONSIDERATIONS

According to LIDAR data, land surface elevation averages 5 feet NGVD at the project site. Recent data from a nearby existing monitoring well indicate that potentiometric heads in the Floridan aquifer are generally -15 to -20 feet NGVD (i.e., below sea level) in the study area. It is anticipated that groundwater levels will begin to drop as the borehole is advanced through the intermediate system into the Floridan aquifer. Borehole circulation may be lost.

It shall be the CONTRACTOR'S responsibility to control all flow and discharge of water produced at the wellhead during all stages of well construction, development, and testing. This shall be implemented by using only drilling mud as a weight material to suppress flow during mud-rotary drilling or by using a flow preventer or other approved flow control device during reverse-air drilling. The use of salt or others brines as a weight material shall not be allowed without prior approval of the GEOLOGIST and the DISTRICT. The wellhead shall be sealed at all times when no work is being conducted.

PART 3 – MOBILIZATION, SITE PREPARATION AND DEMOBILIZATION

A. MOBILIZATION

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

B. SITE PREPARATION

1. The CONTRACTOR shall have buried utilities in the work areas located and marked prior to commencing site activities, in accordance with Section 1000.E.
2. The CONTRACTOR shall post construction signage and erect temporary fencing to restrict access to the work area by the general public.
3. Within the limits of the work areas, the CONTRACTOR may clear scrub brush only as directed and to the extent necessary to facilitate the setup and safe operation of the drilling equipment. All material and debris resulting from clearing operations shall be disposed in a manner approved by the DISTRICT. It shall be the responsibility of the CONTRACTOR to obtain any permits that are required for these procedures.
4. As needed, land surfaces shall be filled and graded such that runoff is directed away from the above ground well head apparatuses.
5. The contractor shall setup a drilling fluid and mud/cuttings recirculation and containment system.
6. As needed, the CONTRACTOR shall maintain all-weather temporary access to the wells and construction staging areas.

The CONTRACTOR shall include the cost of this maintenance and sod and or plantings replacement in the lump sum pay item for Mobilization on the **Bid Sheet Form (Part 5.2, ITB Package)**.

C. DEMOBILIZATION AND SITE RESTORATION

At the completion of the Project, the CONTRACTOR shall remove all excess materials and equipment and leave the sites in a condition acceptable to the GEOLOGIST and the DISTRICT. Work areas outside of the permanent well-site easement shall be restored to original contours. Drilling areas shall be clean and free of debris, ruts, holes, and/or piles of dirt, brush or other natural and synthetic materials. Any remaining recirculated drill cuttings and drilling mud shall be removed from the site along with the mud recirculation/containment system. Although not anticipated, if any contamination is encountered during drilling, work will cease, and the contaminated materials may need to be drummed.

All areas disturbed by construction shall be restored to a condition at least equal to the preconstruction condition including, but not limited to, all landscaping, driveways, roads, fences, and other improvements. The CONTRACTOR shall maintain a digital photographic record of pre- and post-construction conditions at the work sites to substantiate any claims for pre-existing damage and submit photographic records as a part of the completion report for each well as previously discussed in Section 1004, "Reports."

PART 4 - DRILLING REQUIREMENTS

A. EQUIPMENT REQUIREMENTS

The CONTRACTOR shall provide equipment that is in good working order. The DISTRICT will not approve or pay for standby time due to delays resulting from the failure of equipment. The DISTRICT and GEOLOGIST shall reserve the right to inspect the equipment of bidding CONTRACTOR to assure equipment is in operable condition. The CONTRACTOR shall use their own drilling equipment having the capabilities necessary to perform the work described. Unnecessary delays or work stoppages due to equipment failure shall not be considered a valid reason for extending the Construction Schedule. The CONTRACTOR shall be held responsible and payment may be withheld for damages to a well due to any cause of negligence, faulty operation, or equipment failure.

The CONTRACTOR shall provide and operate equipment capable of handling the largest load that will be placed upon the rigs' drilling and supporting equipment. If conditions develop in the field that prove the rig and supporting equipment supplied by the CONTRACTOR are incapable of completing a well, the CONTRACTOR will be required, at his own expense, to provide equipment with the necessary capacity. Safety equipment, including hard hats and hard-toed shoes, shall be used by the drilling crew while on the job.

B. WATER SUPPLY

The CONTRACTOR shall determine and be responsible for obtaining a suitable source water supply for well construction and drilling purposes. As part of the bidding process and for inclusion in the cost estimate the CONTRACTOR should evaluate the options for supplying water.

Only potable water approved by the DISTRICT shall be used for makeup of drilling fluid and grout preparation. It is the CONTRACTOR'S responsibility to coordinate with local utilities/water providers or take other measures to supply all necessary water to the site to complete the Project. A fire hydrant is located approximately 1,000 feet from the proposed work area. The CONTRACTOR may arrange with the local utility to obtain water from the nearby hydrant. The CONTRACTOR shall meter all potable water used and the cost of purchasing water should be included in the unit cost to drill. The CONTRACTOR may utilize water from the completed FAS monitoring well as a source of water for constructing the SAS and IAS monitoring wells.

C. **DRILLING METHODS**

Casing can be installed by one of various methods selected by the CONTRACTOR and approved by the DISTRICT. Steel pit and surface casing may be installed in unconsolidated/semi-consolidated formations by driving, hydraulic rotary, or dual rotary methods. Separate line items are provided in the **Bid Sheet Form (Part 5, ITB Package)** for the steel pit casing to be either rotary-installed (Items B-1a and C-1a) or driven (Items B-1b or C-1b). The CONTRACTOR should only select and price one option for pit casing installation. The reverse-air or direct-air method shall be used for open hole drilling in the Floridan aquifer and in other formations where circulation cannot be maintained. The surficial monitoring well (SAS-M1) can be installed by hollow-stem auger. Exceptions can be made where otherwise specified and in limited cases where formation yields are inadequate, and an external source of potable water is required to circulate cuttings.

Clear water circulation shall be used to purge casings of drilling mud and drill-out cement plugs following casing installation in the Floridan aquifer. The CONTRACTOR shall ensure that an adequate source of potable water or other external water supply approved by the DISTRICT is introduced into the well until adequate formation circulation has been established.

During drilling operations, the CONTRACTOR shall incorporate a bottom hole assembly consisting of the use of a lead bit and a staged drilling assembly with stabilizer to facilitate construction of a plumb borehole. Drilling mud shall be conditioned using a shale shaker and de-sanders, or other approved equipment before being recirculated into the borehole. A drilling fluid/mud/cuttings management system shall be used to minimize impacts to the surface work area by drilling fluids and cuttings.

D. **DRILLING FLUIDS**

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

Proper makeup and conditioning of drilling mud should be applied to maintain a fluid density and viscosity sufficient to remove cuttings based on formation conditions. The borehole should be prepared for casing installation by continuing fluid circulation until cuttings have been completely removed from the borehole and the drilling fluid is uniform. Excessive mud thickening should be corrected prior to casing installation. Care should be taken to prevent swabbing due to high mud viscosity or high gel strength when the drill string is tripped in or out of the hole. Swabbing in unconsolidated formations can result in the loss of built-up mudcake or borehole collapse.

E. LOST CIRCULATION

Lost circulation conditions may be encountered while drilling with mud. The use of lost circulation materials shall be restricted to those materials approved by FDEP and NSF, with prior approval from the DISTRICT. Organic polymers, peanut shells, and cotton seed hulls shall not be used as lost circulation materials. Drilling without circulation is not acceptable without the consent of the GEOLOGIST. If loss of circulation or no return of fluid is encountered, the GEOLOGIST shall be notified immediately of what remedial measures are underway to re-establish circulation and complete the drilling program according to the Technical Specifications.

F. CUTTINGS, DRILLING FLUID, AND FORMATION WATER DISPOSAL

Unless otherwise directed by the DISTRICT, drill cuttings and fluids from mud-rotary drilling shall be managed with a closed system and circulated through a Baker tank for disposal off-site. Every effort should be made to minimize impacts to the surface work area by drilling fluids and cuttings. The CONTRACTOR shall be prepared to describe fluid and cuttings management with the DISTRICT and GEOLOGIST during a project kickoff meeting. If necessary, water from well development shall be treated to remove suspended solids (e.g. settling tank, silt fence, hay bales, etc.) and then discharged at land surface to an area approved by park staff. In all cases, a discharge point manifold arrangement shall be emplaced to eliminate erosion or any other impact to soil, vegetation, wildlife or create any hazard. For the Bid, the CONTRACTOR should assume that the discharge point will be located up to 500 feet from the drill site.

Cost for drumming contaminated cuttings and fluids shall be provided as an option to be exercised only at the direction of the DISTRICT or GEOLOGIST.

G. CEMENTING PROCEDURES

The CONTRACTOR will prepare and submit well-specific grouting plans that describe the approach to cementing the pit, surface and monitoring well casing strings that are not driven. The grout plans will be reviewed and approved by the DISTRICT prior to proceeding. The plan will indicate total cement volume estimates, percent of bentonite add (up to 5%), and whether grouting will be performed in one single lift or in stages. Adequate details and calculations shall be included to support the grouting method and the final integrity of the well casings.

Grouting shall be undertaken using neat Type II Portland cement. The neat cement may have added up to 5% bentonite. The use of Portland Limestone Cement (PLC) Type IL-M may be considered if the CONTRACTOR can certify that Portland cement was unavailable by the date of mobilization and they have experience using it for well grouting applications.

Unless an agreeable alternative is proposed and approved, steel casing for open-hole wells installed by the rotary method shall be pressure grouted in one continuous lift from the bottom to top. Cementing of PVC-cased, screened wells shall be performed, in stages as

necessary, by means of a collarless tremie pipe from the top of the filter seal material to land surface. Before each cementing stage, the CONTRACTOR shall tag the top of the cement emplaced in the previous stage with a collarless tremie pipe and recondition the mud to assure proper mud displacement by the cement.

The first stage of cementing shall utilize the pressure grouting method to establish a cement seal at the base of the casing. Subsequent stages shall be performed using a steel tremie pipe. The CONTRACTOR shall always maintain the bottom of the steel tremie pipe within the placed cement during grouting until the cement stage is complete and cement in the steel tremie pipe has been displaced. The CONTRACTOR shall take appropriate measures to avoid exceeding the allowable collapse and burst pressures of the PVC casing, considering the heat of hydration produced during grout setup (e.g., circulate water inside the PVC well casing to cool the casing and maintain internal head pressure during grouting and curing of the cement).

It may be necessary to use limestone gravel in sections of the borehole that exhibit high transmissivity to reduce the loss of cement to the formation. The use of gravel shall be coordinated with and approved by the DISTRICT before use. Limestone gravel shall be paid at the unit rate listed in the **Bid Sheet Form (Part 5.2, ITB Package)** under **F – EXTRA WORK ITEMS**. The CONTRACTOR shall tag the top of the gravel with a steel tremie pipe during placement so as not to overfill the borehole. Any excessive gravel placed in the borehole shall be removed before any additional cement stage is performed.

Grout-set times will follow those specified for the respective casing string. Minimum cement grout set time is 12 hours. However, if PLC is used, additional set time may be required for PVC wells to manage potential heat-of-hydration and collapse/burst pressure issues. The CONTRACTOR shall adhere to all minimum set times for cement prior to drilling out a well casing.

It may be necessary to plug back a portion of a borehole with cement. In such cases, cementing shall be done through a steel tremie pipe positioned slightly above the bottom of the borehole or top of the previous cement stage. The CONTRACTOR shall always maintain the bottom of the steel tremie pipe within the placed cement during grouting until the cement stage is complete and cement in the steel tremie pipe has been displaced. The tremie pipe shall be extracted at a rate equal to or less than the calculated rate of lift of the cement in the borehole. The CONTRACTOR shall estimate the volume of cement required to back-plug only the portion of the borehole specified by the GEOLOGIST and shall receive approval from the GEOLOGIST or the DISTRICT prior to beginning plugging.

H. WELL DEVELOPMENT

The CONTRACTOR shall utilize methods specified by the DISTRICT or GEOLOGIST and continue until the DISTRICT or GEOLOGIST determines it is appropriate to cease development. Open-hole FAS wells shall be developed by direct-air lift, reverse-air lift or high-capacity pumping methods depending on aquifer yield and need to collect water samples during development activities. Direct-air lift development shall only be performed

with the bottom of the airline/drop pipe up inside the well casing. Development water shall be directed away from well heads so as not to allow pooling.

For SAS and IAS screened wells, the surge block method of development shall be utilized unless an alternate method is approved by the DISTRICT. A surge block shall be used alternatively with a pump and/or bailer so that the material that has been agitated and loosened by the surging action is removed. Each screened well shall be developed by the cycle of surging and pumping/bailing until the water is clear and sediment-free. The surging procedures are applied to loosen bridges and move material toward the well intake.

The surge block assembly shall be of sufficient weight to free-fall through the water in the borehole and create an outward surge. The surge block shall permit some of the fluid to bypass the block on the downward stroke around the perimeter of the surge block and/or through a bypass valve. The surge block shall be lowered to the top of the well screen and operated in a pumping action with a typical stroke of about three feet. The surging shall start at the top of the well screen, and incrementally and gradually move downward to the bottom of the screened interval. Surging at each incremental depth shall be initially gentle, with surging energy gradually increasing during the development process. The surge block shall be removed at regular intervals and a pump or bailer shall be used to remove turbid water from the well.

The CONTRACTOR shall complete development of screened wells by furnishing and developing the well with a low-capacity submersible or centrifugal pump. Pumping rates should be adjustable to allow maximum discharge during development while maintaining the water level in the well above the top of the well screen.

The CONTRACTOR shall furnish a calibrated turbidity meter and periodically sample the pump discharge for turbidity to determine when adequate development has been achieved to the satisfaction of the DISTRICT or GEOLOGIST. When needed, the CONTRACTOR shall have a mechanism set up for GEOLOGIST to measure the pumping water level and obtain water quality samples at any time during well development. These results shall be recorded in the CONTRACTOR's Daily Log.

I. WELLHEAD SECURITY

At all times during the progress of the Project, the CONTRACTOR shall use reasonable precautions to prevent either tampering with the well or the entrance of foreign material into the wells/boreholes. Where flowing conditions may exist, an appropriate well cap shall be used to prevent uncontrolled flow. The well shall be sealed at the end of the workday to prevent anything from entering the well.

J. WELL FLOW SUPPRESSION

The CONTRACTOR shall control flow as necessary during all stages of well construction, development and testing. Flow control shall be implemented using only drilling mud as a weight material to suppress flow during mud-rotary drilling and through the use of a

blowout preventer or other flow control device during reverse-air drilling. The use of salt or other brines as a weight material will not be allowed without prior approval of the GEOLOGIST and DISTRICT. If needed, the CONTRACTOR shall utilize a blowout preventer of a commercially available, single annular type, or approved equivalent. The CONTRACTOR shall seal the wellhead at times when no work is being conducted.

PART 5 – DATA AQUISITION

A. FORMATION SAMPLES

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

B. GEOPHYSICAL LOGGING

The CONTRACTOR shall obtain qualified personnel to perform the borehole geophysical logging. The name and qualifications of the SUBCONTRACTOR or in-house personnel that will perform the logging shall be provided by the CONTRACTOR on the **BIDDER INFORMATION FORM (Part 5.3, ITB Package)**. The CONTRACTOR shall be responsible for coordinating with any SUBCONTRACTORS to ensure that there are no delays in the Construction Schedule. Multiple logging events may be needed.

A standard suite of geophysical logs shall include caliper, natural gamma, spontaneous potential (SP), single-point resistance (SPR) and short and long normal electrical resistivity (8/16/32/64). An expanded suite of geophysical logs shall be performed on the saltwater interface portion of the Floridan aquifer monitoring well and include fluid resistivity, dual induction, and static/dynamic flow, in addition to the standard suite. The borehole shall be prepared and conditioned prior to logging to ensure that it is open and can be logged with a minimum of delay. Tool runs for all logs, except the natural gamma log, shall be made through the entire open hole interval for the respective logging stage. The natural gammas log shall run the entire length of the well from bottom to top.

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

C. DISCRETE BOREHOLE WATER QUALITY SAMPLING

The CONTRACTOR shall isolate the bottom of the deep exploration boring drilled during the construction of the Floridan aquifer monitoring well (FAS-M1) with an inflatable packer assembly. Based on the results of geophysical logging, a single or double packer assembly may be used. The assembly should include multiple pressure transducers to measure the borehole pressure above and within the isolated interval. The isolated interval will be pump purged to measure pressure differences and allow water quality samples to be collected by the GEOLOGIST. The purge rate shall be low enough to prevent flow around the packer(s).

D. WATER LEVEL MONITORING

The CONTRACTOR shall furnish a water level measuring device and record the static water level in the well at the beginning and end of each drilling day, after each break in circulation lasting more than one hour, and prior to each drill rod connection during reverse-air drilling. Estimates of drilling fluid levels in open boreholes should be made during well construction when not circulating mud. These results shall be recorded in the CONTRACTOR's Daily Log.

E. SPECIFIC CAPACITY TEST

A specific capacity test shall be performed on monitoring well FAS-M1 following construction and development of all monitoring wells. The well will be pumped at a constant rate of approximately 90 gpm for 48 hours, following the direction of the GEOLOGIST.

The CONTRACTOR shall furnish, install, and remove all equipment necessary to conduct the test, including but not limited to, a vertical turbine or submersible pump, generator or other electrical supply to operate the pump, and a discharge system to convey the water to the approved discharge point. The test pump and discharge system for the specific capacity test shall be capable of constant rate withdrawals ranging from 70 to 110 gpm.

The CONTRACTOR shall furnish and install a discharge system to convey water to an approved discharge point or set of multiple points (e.g. screened or perforated pipe) which may be located up to 500 feet from pumping well. The proposed layout and equipment for the discharge system must be approved by the DISTRICT. The discharge system shall be equipped with a throttling valve, a calibrated flow meter to accurately measure discharge, and a sample tap in an easily accessible location. Clear access to the wellhead for water level measurement must be maintained.

PART 6 - MATERIAL SPECIFICATIONS

A. GENERAL

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

B. SECONDARY CASING

Unless otherwise agreed upon, the material, length, and method of pit and surface casing installations shall be as specified. For the purpose of determining minimum pipe clearance, it is assumed in the Technical Specifications that pit and surface casing will be constructed of ASTM A53 Grade B 0.375-inch wall black steel. The inside diameter of the pit casing shall be adequate to accommodate a drill bit that will provide a minimum annulus of two inches between the primary casing collars and the reamed borehole. Casing specifications and installation method are provided as part of these Technical Specifications.

PIT AND SURFACE CASING SCHEDULE					
Well ID	Casing Type	Aquifer Cased	Pit Casing Diameter (in)	Material	Total Depth (ft)
FAS-M1	Pit	SAS	24	Black Steel	25
FAS-M1	Surface	SAS	16	Black Steel	120
IAS-M1	Pit	SAS	20	Black Steel	25
IAS-M1	Surface	SAS	12	Black Steel	120
SAS-M1	None	None	--	--	--

C. PRIMARY WELL CASING AND SCREEN

The primary well casing material for the Floridan aquifer monitoring well (FAS-M1) shall be new, 6-inch diameter, bevel-edged black steel pipe having perfect roundness and uniform wall thickness. Casing shall meet or exceed standards specified in Rules of the Northwest Florida Water Management District, Chapter 40A-3.507. The welded casing joints shall develop a strength equal to 100 percent of the pipe strength. Should any joint fail or break, the Contractor shall be responsible for the failure.

The primary casing and screen material, as appropriate, for the intermediate aquifer and surficial aquifer monitoring wells (IAS-M1 and SAS-M1) shall be new, 4-inch diameter, flush-threaded PVC casing or other PVC material approved by the DISTRICT. Casing must be as specified above that meets ANSI/NSF Standard 60-1998 standards for use in

public supply wells and conforms to ASTM F-480, latest version. Screen shall be new, 4-inch SCH 40 PVC, 0.010-inch slot provided in 10-ft sections. If needed, All pipe joints shall be pinned at each joint connection with four (4) stainless steel screws properly spaced at 90° intervals so that the casing string can withstand the tensile load experienced during installation. Screws shall be installed in a manner that will prevent them from penetrating though the internal surface of the casing. Final casing and screen interval lengths shall be determined in the field by the GEOLOGIST, in consultation with the DISTRICT, based on collected hydrogeologic data.

The use of spline connected PVC casing with performance characteristics that meet or exceed those otherwise specified, will be considered as a substitute material, subject to approval by the GEOLOGIST and the DISTRICT. Contractor is responsible for ensuring casing specifications meet or exceed requirements for hydraulic collapse pressures, and tensile strength to complete the work outlined in these Technical Specifications. Casing and screen specifications, including material weight and size, rated working pressures, resistance to hydraulic collapse pressures, and tensile strength shall be provided to the DISTRICT for review and approval.

ESTIMATED WELL CASING AND SCREEN SCHEDULE					
Well ID	Well Type	Pipe Type	Pipe Diameter (in)	Material	Total Length (ft)
FAS-M1	Monitoring Well	Casing	6	Black Steel	340
IAS-M1	Monitoring Well	Casing	4	PVC	170
		Screen	4	PVC	10
SAS-M1	Monitoring Well	Casing	4	PVC	40
		Screen	4	PVC	10

D. BOREHOLE FILTER AND SEALING MATERIAL

For the screened PVC monitoring wells, the CONTRACTOR shall use only clean 20/30 grade silica sand as filter material opposite the PVC well screen. The 20/30 filter sand around the screen and sump shall be placed with a tremie pipe from the bottom of the borehole to approximately two to three feet above the top of the screened interval. Filter sand and seal material shall not be poured into the open borehole from land surface.

The CONTRACTOR shall allow adequate time for the filter material to settle and intermittently tag the top of the filter pack with the tremie pipe to ensure proper placement above the top of the screened interval. Excessive filter sand shall be removed. The filter pack shall be capped with a two to three-foot seal (e.g. fine sand or bentonite). If bentonite is used allow one hour to hydrate. If requested by the GEOLOGIST or DISTRICT,

CONTRACTOR shall pump or surge the well to ensure filter pack is properly seated prior to adding sealing material.

E. CENTRALIZERS

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

SURFACE CASING

1. One set at 5 feet above the base of the surface casing.
2. Additional sets spaced evenly, depending on borehole conditions, from the bottom centralizer to the base of the pit casing at an interval not exceeding 40 feet.
3. A minimum of two centralizers between the overlapping pit and surface casing.

PRIMARY CASING STRINGS

1. One set at 5 feet above the base of the casing.
2. One set at 10 feet below land surface.
3. Additional sets spaced evenly, depending on borehole conditions, between the upper and lower centralizers at intervals not exceeding 40 feet.
4. A minimum of two centralizers between the overlapping surface and primary well casing.

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

F. CEMENT

Casing grout shall be ASTM Type II (API Class B) neat Portland cement mixed with no more than 6.0 gallons of water per sack of cement. Cement additives with ANSI/NSF Standard 60-1998 approval may be used to regain lost circulation, if approved in advance by the GEOLOGIST and DISTRICT. All grout mixtures shall be approved by the GEOLOGIST in advance of placement. Up to 5% bentonite may be added to neat cement grouts. All wells shall be sealed in accordance with Chapter 40A-3.517. The use of Portland Limestone Cement (PLC) Type IL-M may be considered if the CONTRACTOR can certify that Portland cement was unavailable by the date of mobilization and they have experience using it for well grouting applications.

PART 7 - WELL COMPLETION

A. WELL COMPLETION

The monitoring wells shall be completed as follows:

1. All monitoring wells shall be secured at the surface within an 8-inch square, aluminum well protector. The top of the aluminum protective casing shall be positioned at three (3) feet above pad level, based on grade level pad and finished with a lockable protective lid. The primary well casing shall be finished inside and approximately 6-inches below the top of the protective casing and sealed with a locking compression cap. A 2-foot x 2-foot wide by 2-inch-thick concrete well pad shall be placed at grade level with the well centered inside the pad, protected by four (4) steel bollards placed at the outer corners of the pad. Bollards shall be painted yellow.

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

END OF SECTION

Figure 1. Location of St. Andrews State Park.

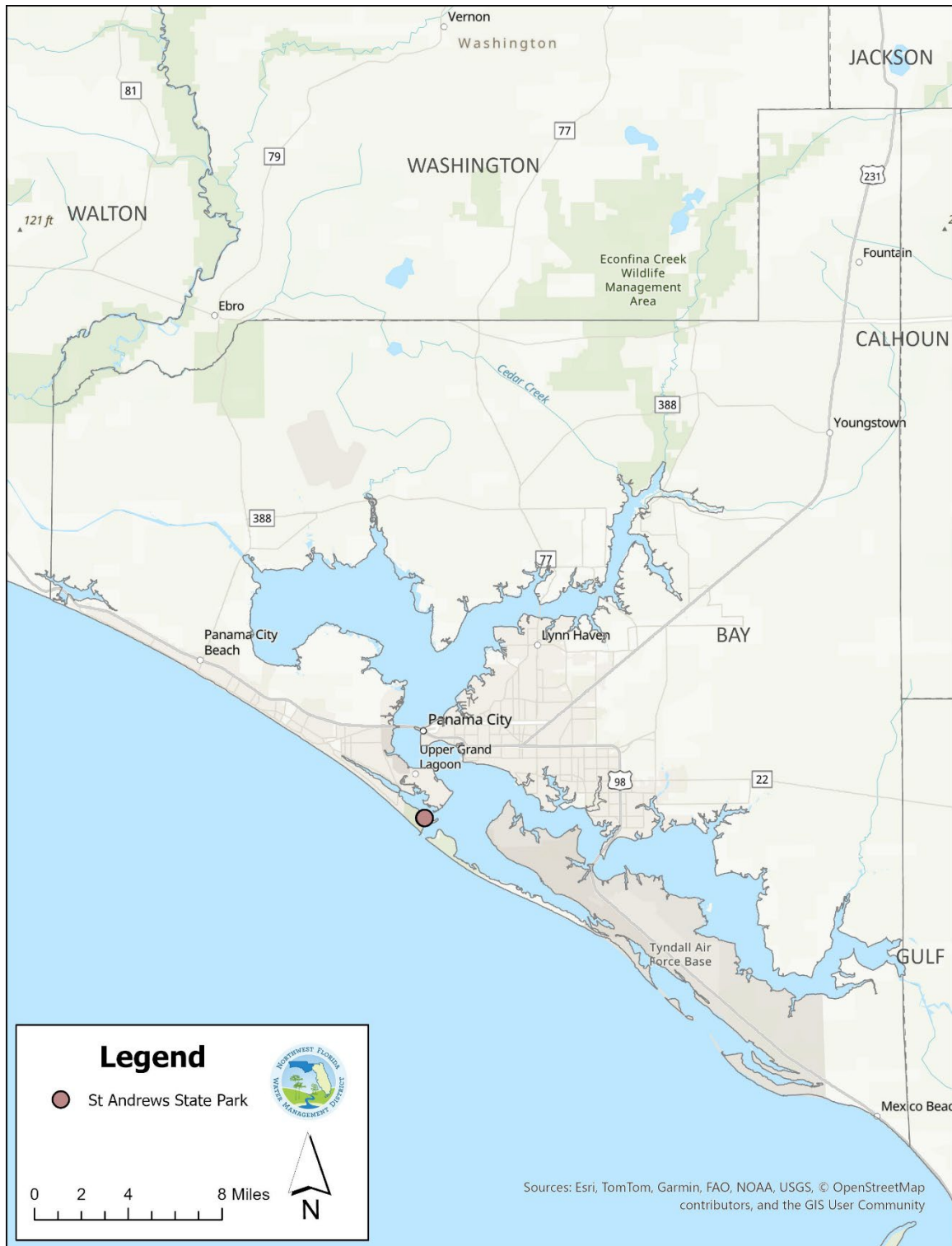


Figure 2. Location of the fire hydrant relative to the proposed monitoring wells (approximately 1,000 ft by road).

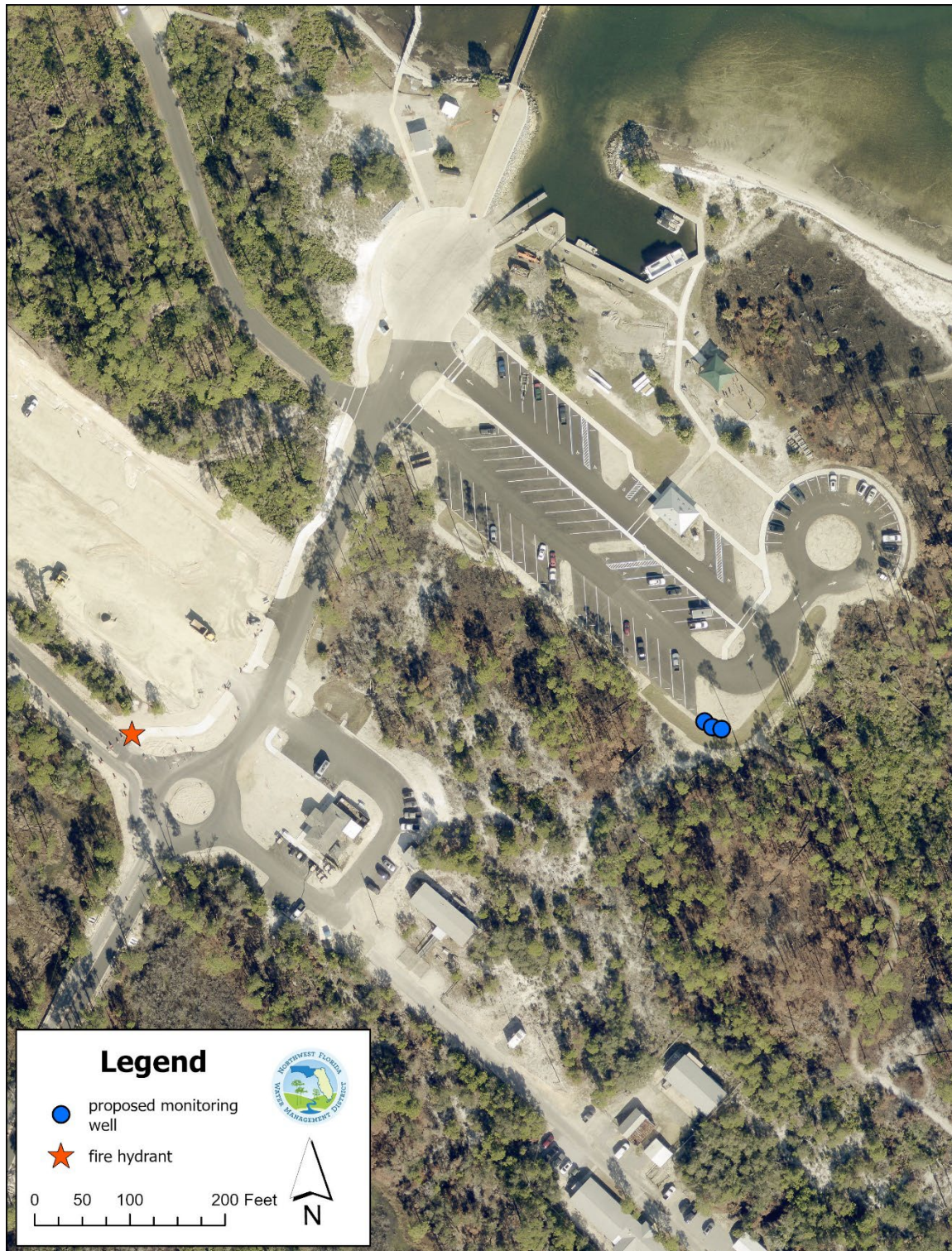
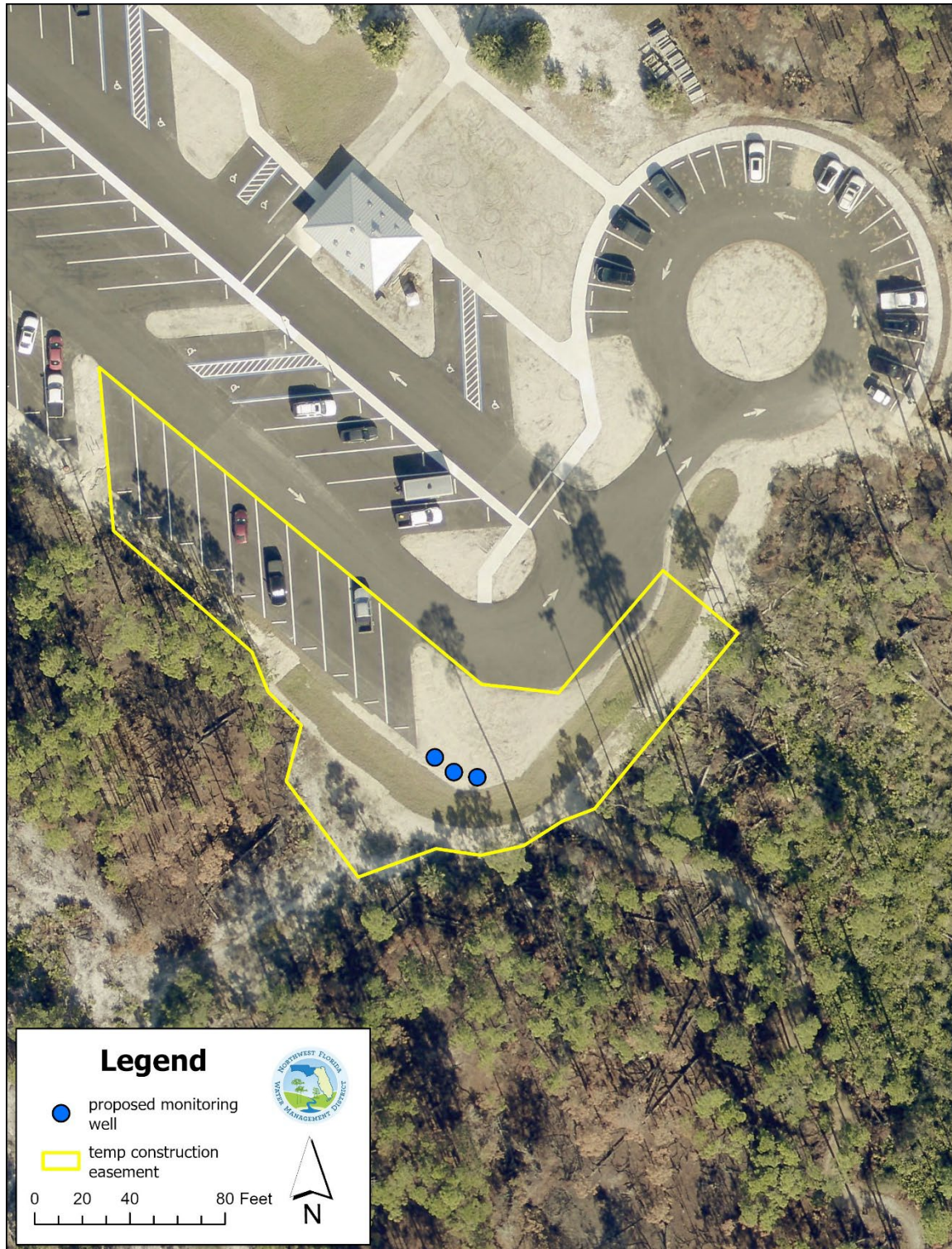


Figure 3. Proposed well locations within the temporary construction easement area.



ATTACHMENT B
DRAFT AGREEMENT

Draft Agreement for
Well Construction and Aquifer Testing in Bay County, Florida

Between

Northwest Florida Water Management District

And

CONTRACTOR

NFWFMD Contract Number #

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

SECTION 1 – SCOPE OF SERVICES

The Contractor shall perform and render all services and deliverables hereunder (the “Work”) as an independent contractor of the District and not as an agent, representative, or employee of the District. Work shall be provided and performed in accordance with the Contractor’s bid response (the “Bid Response”) under ITB 26B-003 entitled “ **Well Construction and Aquifer Testing in Bay County, Florida** ” incorporated herein by reference, and the Scope of Work incorporated herein by reference as Attachment A.

SECTION 2 – RESPONSIBILITIES OF CONTRACTOR

- A. The Contractor is responsible for the timely completion, professional quality, and technical accuracy of all Work provided to the District under the terms of this Agreement. The Contractor shall, without additional compensation, correct or revise any errors, omissions or other deficiencies caused by the Contractor and identified by the District in reports, drawings, and in conjunction with all other Work provided for under this Agreement.
- B. The District’s approval of field activities, reports, drawings, other services, and incidental Work or materials furnished hereunder shall not in any way relieve the Contractor of responsibility for the technical adequacy of its Work. For the purposes of this Agreement, technical adequacy shall refer to the performance of all Work in accordance with the Quality Assurance requirements set forth in the Contractor’s Bid Response and the generally accepted standards and professional practices. The District’s review, approval, acceptance, or payment for any of the Work shall not be construed as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.
- C. The Contractor shall be, and shall remain, liable in accordance with applicable law for all damages to the District caused by the Contractor’s negligent performance of any of the Work furnished under this Agreement.
- D. As provided under s. 216.347, F.S., expenditure of District funds for purposes of lobbying, including of the Legislature, judicial branch, or any state agency, is prohibited.
- E. The Contractor’s obligations under this Section are in addition to the Contractor’s other expressed or implied assurances under this Agreement or state law and in no way diminish any other rights that the District may have against the Contractor for deficiencies in Work.

- F. The Contractor shall indemnify and hold harmless the District, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Contractor and other persons employed or utilized by the Contractor in the performance of this Agreement.
- G. The Contractor represents that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor, to solicit or secure this Agreement and that the Contractor has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Contractor, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.
- H. The Contractor certifies that it and any of its affiliates (i) are not on the Scrutinized Companies that Boycott Israel List or engaged or participating in a boycott of Israel, and (ii) are not on the Scrutinized Companies with Activities in Sudan List, and (iii) are not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, and (iv) are not on the Scrutinized Companies with Activities in Iran Terrorism Sectors List, and (v) do not have business operations in Cuba or Syria. The District may immediately terminate this Agreement at its sole option if the Contractor is found to have submitted a false certification or is placed on any of the foregoing lists or is engaged or participating in the boycott of Israel during the term of the Agreement. The District shall bring a civil action against the Contractor, as required in s. 287.135(5), F.S., for violation of this provision. As provided in s. 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions, then they shall become inoperative.
- I. The Contractor covenants that it presently has no conflict of interest and shall not acquire any interest which would conflict in any manner or degree with the performance under this Agreement.
- J. Prior to commencing Work, the Contractor shall provide a Performance Bond in an amount of bond amt, equal to one hundred percent (100%) of the Contract Price of \$xxx,xxx.xx.
- i. The Performance Bond shall be held by the District to insure contract compliance and to pay any damages sustained by the District due to the Contractor's negligence or breach of contract; provided, however, that such Performance Bond shall not relieve Contractor from its obligation to indemnify as provided in Section 2.F. hereof.
 - ii. A certified Cashier's Check made payable to: "NFWWMD" may be provided to the District in lieu of a surety performance bond.
 - iii. Attorneys-in-fact who sign bid bonds and performance bonds must file with each bond a certified and effective dated copy of their power of attorney.
 - iv. The Contractor will be required to execute this Agreement and provide the Performance Bond within ten (10) calendar days of execution.
 - v. The Performance Bond or Cashier's Check amount shall be returned to the Contractor within thirty (30) days of successful completion of all terms and conditions of this Agreement.
- K. Contractor's Warranties.
- i. The Contractor warrants the labor and materials used in performing this Agreement for a period of one (1) year (the "Warranty Period") from the date of the final payment hereunder. The Contractor warrants that it shall deliver to the District good title to all materials, supplies, and

of one (1) year (the "Warranty Period") from the date of the final payment hereunder. The Contractor warrants that it shall deliver to the District good title to all materials, supplies, and equipment installed or incorporated in the Work and upon completion thereof shall deliver all improvements constructed or placed on District land by the Contractor free and clear from any claims, liens or charges. The Contractor will assign to the District all manufacturers', suppliers' and subcontractors' warranties and guaranties on materials, equipment, fixtures, and labor incorporated into the Work. The Contractors' delivery to the District of all such warranties and guaranties is required as a prerequisite to the final payment. Notwithstanding the Contractor's assignment to the District of such warranties, during the Warranty Period the Contractor shall be responsible for causing the manufacturers, suppliers, and subcontractors to perform their warranty obligations.

- ii. Neither inspection nor payment (including final payment) by the District shall be deemed to be a waiver or release of the Contractor with respect to its obligations to remedy any defect in the Work. No inspection performed or failed to be performed by the District shall be a waiver of any of the Contractor's obligations or be construed as an approval or acceptance of the Work or any part thereof with respect to latent defects or other defects not observed by the District during such inspection.
- iii. The Contractor shall not waive, limit or take any action to prejudice or void any warranties or guaranties as to materials or component parts used in the Work or as to any subcontractor's or sub-subcontractor's work without the District's prior written consent, unless the Contractor's performance of the Work in accordance with the Bid Response results in a waiver of or prejudice to such warranty or guaranty; provided, however, that the Contractor will advise the District in writing prior to performing any such Work which will waive or prejudice any such warranty or guaranty, such notice to be provided as soon as practicable after the Contractor discovers any such issue and, to the extent practicable, the Contractor will not proceed with such portion of the Work until the District provides the Contractor with written notice to proceed.
- iv. The District shall be notified by the Contractor as soon as reasonably practicable if the Contractor discovers that any portion of the Work which has been completed deviates from the requirements of the Contract Documents.
- v. Only materials and equipment which are to be used directly in the Work shall be brought to and stored on District land. After equipment is no longer required for the Work, it shall be promptly removed from District land. Protection of construction materials and equipment stored on District land from weather, theft, damage, and all other adversity is solely the responsibility of the Contractor.
- vi. The Contractor shall instruct the District in the proper use and maintenance of all systems or equipment constituting part of the Work at the time of completion and before final acceptance of the Work.
- vii. The District and the District's inspectors shall at all reasonable times have access to the Work, wherever it is in preparation and progress, provided that such access will not interfere with the Contractor's performance of the Work.
- viii. The District has no responsibility to assist the Contractor in the supervision or performance of the Work. No action, approval or omission to act or failure to advise the Contractor as to any matter by the District shall in any way relieve the Contractor from its responsibility for the performance of the Work in strict accordance with the Contract Documents.

- ix. This Agreement is for the District's benefit, and its successors and assigns, who, as well as the Contractor, may directly enforce all rights and warranties, express or implied herein. To effectuate the District's right to enforce subcontracts, the Contractor hereby assigns to the District the nonexclusive right to bring any actions against subcontractors or sub-subcontractors, in the District's name and at its own cost, without waiver by the District of its right against the Contractor, because of defaults, delays, and defects for which a subcontractor or sub-subcontractor may also be liable. The Contractor shall include in its subcontracts and purchase orders appropriate provisions to assure that subcontractors and sub-subcontractors shall have recourse only against the Contractor and not against the District. Notwithstanding the District's right to enforce subcontracts as specified hereinabove, the District may rely solely upon the Contractor for enforcement of all subcontracts and purchase orders entered into in connection with the performance of the Work.

SECTION 3 – TRUTH-IN-NEGOTIATIONS

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

SECTION 4 – COMPENSATION

- A. Maximum compensation for the Work, as described in Attachment A and the Contract Documents, shall not exceed the availability of funds and current budget authorizations as approved by the District Governing Board. The District's performance and obligation to pay under this Agreement is contingent upon annual appropriation by the Florida Legislature and/or approval of the District's annual budget.
- B. The Contractor shall submit invoices no more frequently than monthly. Each invoice submitted must be in detail sufficient for pre-audit and post-audit review. A final invoice must be submitted within thirty (30) days after the expiration date of this Agreement to assure the availability of funding for final payment.
- C. Payment of any invoice will be subject to inspection and approval by the District Project Manager or District's designee. The District Project Manager will determine, in his/her sole discretion, whether or not the Contractor has successfully completed the authorized Work as outlined in this Agreement. Payment will not be made until the District receives written authorization to do so by the District Project Manager. Payment will be made upon inspection and approval of the applicable Work within thirty (30) days of receipt of an approved invoice. Invoices shall include the Contractor name and address, invoice number, Contractor taxpayer identification number, date, time period covered by the invoice, the Contract Number of this Agreement, total payment requested, amount previously invoiced, and a signed certification by the Contractor Project Manager that the Work being invoiced has been completed.
- D. Any subcontractor fees and other direct expenses required for completion of the Work will be billed at actual cost without mark-up and must be identified and pre-approved by the District. All travel shall be in accordance with s. 112.061, F.S., and District policy, which requires pre-approval by the District. In such instance, travel expenses must be submitted on District travel forms.
- E. An original invoice, including appropriate backup documentation, shall be submitted to both the

District Project Manager, at the contact information included in Section 6.B., and the District's Accounting Department at: AccountsPayable@nwfwater.com.

SECTION 5 – TIME OF PERFORMANCE

- A. This Agreement is effective on the last date of execution by a party (the “Effective Date”) and shall remain in effect _____ through September 30, 2027, (the “Term”).
- B. The Contractor shall proceed with the Work at such rate of progress to ensure full completion within the Term. It is expressly understood and agreed by and between the Contractor and the District that the Term is a reasonable amount of time in which to complete the Work, taking into consideration the average climatic and economic conditions and other factors prevailing in the locality of the Work.
- C. If the Contractor shall fail to complete Work within the Term, or amendments thereof, then the Contractor shall be in default and shall forfeit the Performance Bond as set forth in Section 18.
- D. By formal amendment in writing and agreed upon by both parties, the District may extend this Agreement for a time period as determined necessary by the District in its sole discretion to complete the Work and subject to availability of appropriated funds in each fiscal year of the District.

SECTION 6 – APPROVALS AND NOTICES

- A. All notices and written communication between the parties shall be sent by electronic mail, U.S. Mail, a courier delivery service, or delivered in person addressed to the individuals listed in Section 6.B. If sent by electronic mail, notices shall be considered delivered at 5:00 PM on the day sent, or 9:00 AM the following day if sent after 5:00 PM. If sent via other means authorized by this paragraph, notices shall be considered delivered when reflected by a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient.
- B. The District Project Manager for this Agreement is identified below:

Tony Countryman	
Northwest Florida Water Management District	
81 Water Management Drive	
Havana, FL 32333-4712	
Telephone No.:	(850) 539-5999
E-mail Address:	Tony.Countryman@nwfwater.com

- C. The Contractor Project Manager for this Agreement is identified below:

Contractor's PM Name or successor	
Company Name	
Street Address	
City, State, Zip	
Telephone No.:	Telephone No:
E-mail Address:	Contractor Email Address

- D. No amendment to this Agreement shall be effective unless agreed in writing and executed by the parties hereto.

- E. The District and the Contractor may, by written order designated to be an amendment, agree that additional Work shall be undertaken within the general scope of this Agreement.
- F. The District shall, at its sole discretion, determine whether the Work has been satisfactorily completed.

SECTION 7 – INSURANCE

The Contractor shall maintain adequate insurance coverage at all times as follows: General Liability, with limits no less than \$1,000,000 per occurrence; \$1,000,000 per occurrence for personal injury; and \$1,000,000 for property damage; Automobile Liability, with combined single limit of not less than \$1,000,000; Workers Compensation and Employers Liability, with limits not less than \$1,000,000 for each accident for Bodily Injury by Accident, \$1,000,000 policy limit and \$1,000,000 each employee for Bodily Injury by Disease. Evidence of all such insurance satisfactory to the District shall be furnished prior to beginning operations, and all such insurance policies shall provide for thirty (30) days' notice to the District of cancellation or any material change in the terms of the insurance policies.

SECTION 8 – SUBCONTRACTS

- A. The Contractor shall not subcontract, assign or transfer any Work under this Agreement without the prior written consent of the District. Any subcontractors who may be employed by the Contractor and approved by the District must also adhere to all provisions of this Agreement. Subcontractors included in the Bid Response are pre-approved for use under this Agreement.
- B. The Contractor shall cause the names of subcontractor firms responsible for portions of the Work to appear on such Work.
- C. The Contractor agrees to notify the District of all subcontracts no less than ten (10) days prior to the effective date of the subcontracts for the purpose of approval by the District. The Contractor agrees to provide the District with an executed copy of all subcontracts within ten (10) days after the effective date thereof.
- D. The Contractor agrees to be responsible for the fulfillment of all Work elements or arrangements included in the subcontracts and agrees to be responsible for the payment of all monies due under any subcontract and hold the District harmless from any liability or damages arising under or from any subcontract hereunder.

SECTION 9 – LAW COMPLIANCE

The Contractor will abide by and assist the District in satisfying and complying with all applicable federal, state, and local laws, rules, regulations and guidelines, executive orders and policies related to performance under this Agreement.

SECTION 10 – TERMINATION OF AGREEMENT

- A. The District or its designated representatives will decide all questions, difficulties, and disputes of whatever nature which may arise under or by reason of this Agreement. The District's decision upon all claims, questions and disputes shall be final, conclusive, and binding upon the parties hereto. This Section 10 does not preclude any party from seeking relief by filing a petition for administrative hearing pursuant to Ch. 120, F.S.
- B. If the Contractor fails to fulfill its obligations in a timely and proper manner under this Agreement, or if the Contractor violates any of the covenants, agreements, or stipulations of this Agreement, the

District has the right to terminate this Agreement. This right to terminate will be exercised by giving written notice to the Contractor of such termination and specifying the reason and effective date thereof. Upon such notice of intent to terminate this Agreement by the District, the Contractor will have a contract resolution period not to exceed thirty (30) days to resolve deficiencies, disputes or other contract issues to the District's satisfaction before the termination is final. During this resolution period, the Contractor will not initiate any new Work requiring additional compensation without written approval by the District.

- C. The District may at any time and for any reason give notice of immediate termination of this Agreement at the District's convenience and sole discretion. Upon receipt of such notice, the Contractor shall, unless the notice directs otherwise, immediately discontinue the Work and procurement for all materials and services in connection with the performance of this Agreement.
- D. Upon termination in any event, the Contractor shall not be relieved of liability to the District for damages sustained by the District because of any breach of this Agreement, without prejudice to any other rights the District may have as a result of such breach, including, but not limited to, the right to consequential or incidental damages.
- E. In the event the District terminates this Agreement, other than for breach by the Contractor, the Contractor shall be compensated for Work completed as of the date of termination and for any irrevocable commitments for procurement for materials or services made by the Contractor as of the date of termination. The Contractor agrees that it will make no such commitments prior to receiving written approval from the District. The Contractor also agrees to provide all Work products completed or in progress at the date of termination.

SECTION 11 – OWNERSHIP OF DOCUMENTS AND DELIVERABLES

- A. The Contractor will provide the District with any and all reports, plans, models, geographic information system data, studies, maps, or other documents resulting from the Work. Unless otherwise specified, all written materials, documents, plans, model results, and maps shall be submitted to the District in editable electronic format by the Contractor, and hard copies shall be provided as requested by the District. All digital photos, graphics, and maps shall be of sufficient quality to be reproducible.
- B. The Contractor shall be responsible for the validation of all field and analytical data collected by the Contractor and shall be responsible for the accuracy of all reports submitted to the District.
- C. All reports produced and other data gathered by the Contractor for the purpose of this Agreement shall become the property of the District without restriction or limitation upon their use and shall be made available by the Contractor at any time upon request of the District.
- D. All deliverables, including Work not accepted by the District, are District property when Contractor has received compensation therefor, in whole or in part. For any Work subject to patent or copyright, such Work is a "work made for hire" as defined by the patent and copyright laws of the United States. Contractor shall not make any representation otherwise and, upon request, shall sign any documents so affirming. Any District source documents or other District or non-District documents, specifications, materials, reports, or accompanying data developed, secured, or used in the performance of the Work, excluding proprietary materials, as outlined in the Contract Documents, are District property and shall be safeguarded and provided to the District upon request. This obligation shall survive termination or expiration of this Agreement.
- E. The District shall have the unrestricted right to use and disseminate all of the above-referenced documents without payment of further compensation to Contractor, provided that any future use for

other than the purpose intended by this Agreement shall be at the District's sole risk and without liability to Contractor. Contractor shall include language in all subcontracts clearly indicating that ownership and copyright to all materials produced pursuant to this Agreement remains with the District, as provided herein. All original sketches, tracings, drawings, computation details, calculations, field books, and plans that result from the Work shall become the sole property of the District. Contractor shall submit all such work products to the District, if requested. Contractor may retain copies of all work products created pursuant to this Agreement.

SECTION 12 – RELEASE OF INFORMATION

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

SECTION 13 – CHOICE OF LAW/FORUM

The parties hereby agree that any and all actions or disputes arising out of this Agreement shall be governed by the Laws of the State of Florida; and any such actions shall be brought in state court in Leon County, Florida. The parties hereby agree to waive any rights they may have to file or remove an action to any U.S. district court.

SECTION 14 – VENDOR LIST (PUBLIC ENTITY CRIME/DISCRIMINATION/ANTITRUST VIOLATOR) AND NON-PROFIT ORGANIZATION

- A. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017, F.S., for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list pursuant to s. 287.133, F.S. Questions regarding the convicted vendor list may be directed to the Florida Department of Management Services, State Purchasing Division, at (850) 488-8440 or send email to purchasingcustomerservice@dms.fl.gov.
- B. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity, may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids, proposals, or replies on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity pursuant to s. 287.134, F.S. Questions regarding the discriminatory vendor list may be directed to the Florida Department of Management Services, State Purchasing Division, at (850) 488-8440 or send email to purchasingcustomerservice@dms.fl.gov.
- C. A person or affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply on any contract to provide any good or services to a public entity, may not submit a bid, proposal, or reply

on any contract with a public entity for the construction or repair of a public building or public work, may not submit a bid, proposal, or reply on leases of real property to a public entity, may not be awarded or perform work as a grantee, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact new business with a public entity pursuant to s. 287.137, F.S. Questions regarding the antitrust violator vendor list may be directed to the Florida Department of Management Services, State Purchasing Division, at (850) 488-8440 or send email to purchasingcustomerservice@dms.fl.gov.

- D. Pursuant to s. 216.1366, F.S., if Contractor meets the definition of a non-profit organization under s. 215.97(2)(m), F.S., Contractor must provide the District with documentation that indicates the amount of state funds:
- i. Allocated to be used during the full term of the contract or agreement for remuneration to any member of the board of directors or an officer of Contractor.
 - ii. Allocated under each payment by the public agency to be used for remuneration of any member of the board of directors or an officer of the Contractor.

The documentation must indicate the amounts and recipients of the remuneration. Such information must be posted on the state's contract tracking system and maintained pursuant to s. 215.985, F.S., and must be posted on the Contractor's website, if Contractor maintains a website.

SECTION 15 – ACCESS TO RECORDS FOR THE PURPOSE OF AUDITS

- A. The Contractor shall maintain books, records, and documents directly pertinent to performance under this Agreement in accordance with generally accepted accounting principles consistently applied. The District, the state, inspector general or their authorized representatives shall have access to such records for audit purposes during the Term, or Renewal Term, if applicable, and for five (5) years following the termination or expiration of this Agreement. In the event any Work is subcontracted, the Contractor shall similarly require each subcontractor to maintain and allow access to such records for audit purposes.
- B. Contractor shall comply with Florida Public Records Law under Ch. 119, F.S. Records made or received in conjunction with this Agreement are public records under Florida law, as defined in s. 119.011(12), F.S. Contractor shall keep and maintain public records required by the District to perform the services under this agreement.
- C. This Agreement may be unilaterally canceled by the District for unlawful refusal by the Contractor to allow public access to all documents, papers, letters, or other material made or received by the Contractor in conjunction with this Agreement and subject to disclosure under Ch. 119, F.S., and Section 24(a), Article I, Florida Constitution.
- D. If the Contractor meets the definition of "Contractor" found in s. 119.0701(1)(a), F.S., then the following requirements apply:
- i. A request to inspect or copy public records relating to this Agreement for services must be made directly to the District. If this District does not possess the requested records, the Contractor must provide the records to the District or allow the records to be inspected or copied within a reasonable time. If the Contractor fails to provide the public records to the District within a reasonable time, the Contractor may be subject to penalties under Ch. 119, F.S., or as otherwise provided by law.

otherwise provided by law. All records that are stored electronically must be provided to the District in a format that is compatible with current information systems.

- iii. The Contractor shall identify and ensure that all public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law during the Term, Renewal Term, if applicable, and following termination or expiration of the Agreement if the Contractor does not transfer the records to the District.
- iv. Upon completion of this Agreement, the Contractor shall transfer, at no cost to the District, all public records in possession of Contractor or keep and maintain public records required by the District to perform the services under this Agreement. If the Contractor transfers all public records to the District, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Agreement, the Contractor shall meet all applicable requirements for retaining public records.

E. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CH. 119, F.S., OR TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE DISTRICT'S CUSTODIAN OF PUBLIC RECORDS BY TELEPHONE AT (850) 539-5999; BY EMAIL AT ombudsman@nwfwater.com; OR BY MAIL AT NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT, 81 WATER MANAGEMENT DRIVE, HAVANA, FL 32333.

SECTION 16 – AGENCY INSPECTORS GENERAL

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

SECTION 17 – PAYMENTS

- A. Payment will be made upon inspection and approval of the Work and within thirty (30) days of receipt of an approved invoice, submitted in sufficient detail for a pre-audit and post-audit review.
- B. The Contractor agrees to participate in electronic funds transfer payments from the District.

SECTION 18 – FINANCIAL CONSEQUENCES; REMEDIES

- A. In accordance with s. 287.058(1)(h), F.S., the District will apply financial consequences for nonperformance. If the Contractor fails to complete the Work within the Term or amendments thereof, but does complete the Work within thirty (30) days after the Term, the compensation therefor shall be reduced by two percent (2%). If the Contractor fails to complete the Work within the Term or amendments thereof, but does complete the Work after thirty (30) days but within sixty (60) days after the Term, the compensation therefor shall be reduced by five percent (5%).

- B. If the Contractor shall fail to complete the Work within sixty (60) days after the Term or amendments thereof, then the Contractor shall be in default and shall forfeit the performance bond required in Section 2.
- C. Cumulative Remedies. The rights and remedies of the District in this section are in addition to any other rights and remedies provided by law or under this Agreement.

SECTION 19 – EXECUTION OF COUNTERPARTS

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

SECTION 20 – AGREEMENT AS INCLUDING ENTIRE AGREEMENT; SEVERABILITY

The contract documents ("Contract Documents") which make up this Agreement consist of: (i) this Agreement document, (ii) Invitation to Bid 26B-003, (iii) the Bid Response, (iv) technical specifications, (v) all addenda issued prior to the execution of this Agreement, (vi) the proposal submitted by the Contractor, and (vii) all modifications issued subsequent thereto, together with attachments and any exhibits attached hereto. The Contract Documents are part of this Agreement as if attached to this Agreement, whether or not they are actually attached. This Agreement, including the Contract Documents, hereby incorporated by reference, makes up the entire contract of the parties. There are no provisions, terms, conditions, or obligations other than those contained herein; and this Agreement shall supersede all previous communication, representation, or agreements, either verbal or written, between the parties hereto. This Agreement has been delivered in the State of Florida and shall be construed in accordance with the laws of Florida. Wherever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

SECTION 21 – MISCELLANEOUS

Force Majeure. Neither the Contractor nor the District shall be responsible for a delay in its respective performance under this Agreement if such delay is caused by acts of God, fire, flood, named storms, war, terrorist attacks, strikes, lockouts, acts or intervention of governmental agencies or authorities, court orders, and governmentally declared pandemics, epidemics, health emergencies, plague, quarantine, and travel restrictions.

SECTION 22 – OTHER STATUTORY PROVISIONS

- A. Disclosure of Gifts from Foreign Sources. If the value of the grant or contract under this Agreement is \$100,000 or more, Grantee or Contractor shall disclose to the District any current or prior interest of, any contract with, or any grant or gift received from a foreign country of concern, as defined in s. 286.101, F.S., if such interest, contract, or grant or gift has a value of \$50,000 or more and such interest existed at any time or such contract or grant or gift was received or in force at any time during the previous 5 years. Such disclosure shall include the name and mailing address of the disclosing entity, the amount of the contract or grant or gift or the value of the interest disclosed, the applicable foreign country of concern and, if applicable, the date of termination of the contract or interest, the date of

receipt of the grant or gift, and the name of the agent or controlled entity that is the source or interest holder. If the disclosure requirement is applicable as described above, then within 1 year before applying for any grant or contracting with the District, Grantee or Contractor must also provide a copy of such disclosure to the Department of Financial Services.

- B. Food Commodities. To the extent authorized by federal law, the District, its grantees, contractors, and subcontractors shall give preference to food commodities grown or produced in this state when purchasing food commodities, including farm products as defined in s. 823.14, F.S., of any class, variety, or use thereof in their natural state or as processed by a farm operation or processor for the purpose of marketing such product.
- C. Anti-human Trafficking. If the Grantee or Contractor is a nongovernmental entity, the Grantee or Contractor must provide the District with an affidavit signed by an officer or a representative of the Grantee or Contractor under penalty of perjury attesting that the Grantee or Contractor does not use coercion for labor or services as defined in s. 787.06, F.S.
- D. Iron and Steel for Public Works Projects. If this Agreement funds a “public works project” as defined in s. 255.0993, F.S., or the purchase of materials to be used in a public works project, any iron or steel permanently incorporated in the Project must be “produced in the United States,” as defined in s. 255.0993, F.S. This requirement does not apply if the District determines that any of the following circumstances apply to the Project:
 - i. iron or steel products produced in the United States are not produced in sufficient quantities, reasonably available, or of satisfactory quality;
 - ii. the use of iron or steel products produced in the United States will increase the total cost of the project by more than twenty percent (20%); or
 - iii. complying with this requirement is inconsistent with the public interest.

Further, this requirement does not prevent the Grantee’s or Contractor’s minimal use of foreign steel and iron materials if:

- iv. such materials are incidental or ancillary to the primary product and are not separately identified in the project specifications; and
- v. the “cost” of such materials, as defined in s. 255.0993, F.S., does not exceed one-tenth of one percent (1%) of the total Project Cost under this Agreement or \$2,500, whichever is greater.

Electrical components, equipment, systems, and appurtenances, including supports, covers, shielding, and other appurtenances related to an electrical system that are necessary for operation or concealment (except transmission and distribution poles) are not considered to be iron or steel products and are, therefore, exempt from the requirements of this paragraph.

This provision shall be applied in a manner consistent with and may not be construed to impair the state’s obligations under any international agreement.

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

Northwest Florida Water Management District
Havana, Florida

Contractor Name
City, State

By: _____

Lyle Seigler
Executive Director

By: _____

Contractor Signatory
Contractor Signatory Title

Date: _____

Date: _____

List of attachment(s)/exhibit(s) included as part of this Agreement:

Specify Type	Letter/ Number	Description (include number of pages)
Attachment A		Scope of Work (* pages)
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____